



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MAY 8, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

Scarlet Peralta, Mayor
Salvador Melendez, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Georgina Tamayo, Councilmember
David N. Torres, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Acting Director of Transportation

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 72 小时联系市书记员办公室。

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez, City Manager, and Ramon Figueroa, Human Resources Director
Employee Groups: SMART-TD
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2) subject to (e)(1)
One matter
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: Topgolf Site
City's Negotiators: Raul Alvarez, City Manager
Negotiating Party: Topgolf Montebello
Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

4. **CITIZEN OF THE MONTH - RICHARD SANCHEZ**
5. **ASIAN PACIFIC HERITAGE MONTH**
6. **NATIONAL PET MONTH**
7. **NATIONAL BIKE MONTH**

8. MENTAL HEALTH MONTH
9. MOTORCYCLE SAFETY AWARENESS MONTH
10. NATIONAL POPPY DAY
11. NATIONAL MILITARY APPRECIATION MONTH
12. NATIONAL PUBLIC WORKS WEEK
13. MUNICIPAL CLERKS WEEK PROCLAMATION
14. FISCAL YEAR 2024-25 PROPOSED BUDGET OVERVIEW

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

15. **RECEIVE AND FILE THE CITY OF MONTEBELLO FINAL DRAFT OF THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND SELF-EVALUATION REPORT**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File the City of Montebello Final Draft of the Americans with Disabilities Act (ADA) Transition Plan and Self-Evaluation Report prepared by Sally Swanson Architects, Inc.; and,
2. Take such additional, related action that may be desirable.

16. **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4195 WITH CITIBOT FOR ARTIFICIAL INTELLIGENCE (AI) CUSTOMER SUPPORT SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4195 to Citibot in an amount not-to -exceed Thirty-Two Thousand Dollars (\$32,000) in year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) in year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) the year three;
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related, action that may be desirable.

17. **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2476 TO ADD CHAPTER 2.91 FOR ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a First Reading and Introduction of Ordinance No. 2476 (Attachment A) to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure

- Statements for all City of Montebello elected and appointed officials, City Council candidates, campaign committee, and designated City staff; and
2. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3848 WITH ADS ON THE MOVE, LLC TO PROVIDE TURNKEY ADVERTISING SERVICES FOR THE MONTEBELLO BUS LINES ADVERTISING PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3848 with Ads On The Move, LLC, a subsidiary corporation under Media Management Consultant Services, for an additional one-year (1) term, to provide the City of Montebello with turnkey advertising services for Montebello Bus Lines' (MBL) advertising program; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related action that may be desirable.

19. APPROVE INCREASING THE NOT-TO-EXCEED AMOUNT OF THE BLANKET PURCHASE ORDERS WITH WAYNE ELECTRIC COMPANY AND RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PURCHASE VARIOUS BUS PARTS/EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a change order to increase the total not-to-exceed amount, from \$49,000 to \$59,000, for a blanket purchase order established with Wayne Electric Company (Wayne Electric) to purchase maintenance-related bus parts, for Fiscal Year 2023-24; and
2. Approve a change order to increase the total not-to-exceed-amount, from \$49,500 to \$59,500, for a blanket established with Rush Truck Centers of California, Inc. (Rush Trucking), to purchase maintenance-related bus parts, for FY 2023-24; and
3. Take such additional, related action that may be desirable.

20. APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 4191, WITH "72 HOUR, LLC" (DBA NATIONAL AUTO FLEET GROUP) TO PURCHASE TWO TRANSPORTATION DEPARTMENT SUPPORT VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement, No. 4191 with "72 Hour LLC" (dba National Auto Fleet Group), for a total not-to-exceed amount of two hundred forty-eight thousand, four hundred and ninety-two dollar (\$248,492), to purchase two (2), Transportation Department – Corporate Shop support vehicles; and
2. Authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

21. NOTICE OF INTENT TO ESTABLISH A QUIET ZONE AT RAILROAD CROSSINGS

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Notice of Intent to establish a Quiet Zone at railroad crossings at South Vail Avenue, Maple Avenue, South Greenwood Avenue and South Montebello Boulevard; and,
2. Take such additional, related action that may be desirable.

22. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 1268 BETWEEN THE CITY AND SPRINTCOM, LLC FOR TELECOMMUNICATIONS EQUIPMENT LOCATED AT 901 VIA SAN CLEMENTE

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 1268 to extend lease term between the City and SprintCom LLC; and,
2. Take such additional, related action that may be desirable.

23. ADOPT RESOLUTION 24-28 APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-28 appointing one primary board member and an alternate board member representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and,
2. Take such additional, related action that may be desirable.

24. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4193 TO AMTECH ELEVATOR SERVICES TO PROVIDE ELEVATOR MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4193 to Amtech Elevator Services to provide elevator maintenance and repair services for a three (3) year term in a total not-to-exceed amount of \$200,694; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and,
3. Take such additional, related action that may be desirable.

25. APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3869 WITH PMC PLUMBING, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3869 between the City of Montebello and PMC Plumbing for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

26. APPROVE PUBLICATION OF REQUEST FOR PROPOSALS NO. 24-17 FOR STORM AND SEWER LIFT STATION MAINTENANCE SERVICES AND RELATED EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve publication of Request for Proposals No. 24-17 for storm and sewer lift station maintenance services and related equipment; and,
2. Take such additional, related action that may be desirable.

27. APPROVE PUBLICATION OF REQUEST FOR PROPOSAL NO. 24-18 TO OBTAIN SERVICES FROM A QUALIFIED CONSULTANT FOR SOLID WASTE MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish Request for Proposal (RFP No. 24-18) to obtain Solid Waste Management Services; and,
2. Take such additional, related action that may be desirable.

28. ADOPT RESOLUTION NO. 24-30 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS – TRANSPORTATION DIVISION (SMART-TD)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-30 approving a Memorandum of Understanding (MOU) between the City of Montebello and the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD); and,
2. Take such additional, related action that may be desirable.

29. APPROVAL OF MINUTES: APRIL 10, 2024, CITY COUNCIL MEETING; APRIL 24, 2024, CITY COUNCIL MEETING; MAY 1, 2024, SPECIAL CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

30. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-31 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 8, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-31 approving the Warrant Register dated May 8, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **David N. Torres, Councilmember**
- **Salvador Melendez, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 22, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, May 5, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 15

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: RECEIVE AND FILE THE CITY OF MONTEBELLO FINAL DRAFT OF THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND SELF-EVALUATION REPORT

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and File the City of Montebello Final Draft of the Americans with Disabilities Act (ADA) Transition Plan and Self-Evaluation Report prepared by Sally Swanson Architects, Inc.; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is committed to implementing the Americans with Disabilities Act (ADA) Transition Plan and Self-Evaluation Report. This will involve removing any barriers at City facilities, rights-of-way, programs, services, and activities that may require modification. To achieve this, the City will need to allocate annual funding towards some of the infrastructure improvements identified in the ADA Transition Plan and Self-Evaluation Report. Some of these improvements are in conjunction with the City's five-year street rehabilitation plan, which includes sidewalks. City staff will analyze which improvements should be given priority based on the report, and depending on the required improvements, funds will be allocated each year into the City's operating and/or capital improvement program budgets.

BACKGROUND/DISCUSSION:

On August 11, 2021, the City awarded a Professional Services Agreement to Sally

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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Swanson Architects, Inc. (Attachment A) for the preparation of the Americans with Disabilities Act (ADA) Transition Plan and Self-Evaluation Report. The purpose of the Report is to document the results of the City's efforts to provide access to programs, services, activities, events, facilities, parks, and public rights-of-way for individuals with disabilities.

Title II of the ADA requires that public entities identify and evaluate any barriers or potential barriers that may deny individuals with disabilities access to the City programs, services, and activities.

The Final Draft Report (Attachment B) provides a summary of the findings and recommendations for the City to implement in its facilities to comply with the ADA requirements. The report also presents a comprehensive survey performed of City facilities, parks, and public rights-of-way. The survey includes detailed measurements and photographs of current conditions to determine compliance with federal and state accessibility codes and standards.

Staff has currently posted on the City's website the attached Final Draft report for the residents of Montebello to review and provide any comments or questions at the City Council meeting on May 8, 2024. After the City Council meeting, all the applicable comments will be incorporated into the Final Report. The City has designated Gina Skibar as the Americans with Disabilities Act (ADA) Coordinator.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending the City Council to receive and file the Final Draft Report prepared by Sally Swanson Architect, Inc.

ATTACHMENT(S)

1. Attachment A - Agr No. 3900 - Sally Swanson Architects, Inc.
2. Attachment B - ADA Self Evaluation and Transition Plan (Cover page with Link)

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3900
WITH SALLY SWANSON ARCHITECTS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on August 11, 2021 ("Effective Date"), by and between the CITY OF MONTEBELLO, a municipal corporation (the "CITY") and Sally Swanson Architects, Inc. (the "CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Professional services in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals, RFP 21-18 issued on March 4, 2021, to Develop an American with Disabilities Act (ADA) Self-Evaluation and Transition Plan in the City of Montebello Request for Proposals ("RFP") No. 21-18 ("RFP 21-18"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to Develop a ADA Self-Evaluation and Transition Plan as set forth fully in RFP 21-18 (and any addendums thereto), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

a. This Agreement shall commence upon issuance a written "Notice to Proceed" (as further defined below) by the City , and shall expire in Two (2) Years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to

PROFESSIONAL SERVICES AGREEMENT NO. 3900

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One (1) Year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 3. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all the CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

PROFESSIONAL SERVICES AGREEMENT NO. 3900

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SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this Agreement. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

PROFESSIONAL SERVICES AGREEMENT NO. 3900

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SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with the CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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☐ **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks

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prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or volunteers, shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and the CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR's liability or as a waiver of the CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had

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never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Mr. James Enriquez, PE
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national

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origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

SALLY SWANSON ARCHITECTS, INC.



René Bobadilla, City Manager



Sally Swanson, AIA, Principal-in-Charge

("CONSULTANT")

SALLY SWANSON ARCHITECTS, INC.



W. Andrew Dunn III, Secretary

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation

Exhibit “A”

Request for Proposals for Services and Contractor’s Proposal



SALLY SWANSON
ARCHITECTS, INC.

Proposal to the City of Montebello for an ADA Self-Evaluation and Transition Plan RFP No. 21-18



March 31, 2021

SOUTHERN CALIFORNIA
2600 WEST OLIVE STREET, SUITE 586, BURBANK, CA 91505
T 800.533.8771

WWW.SWANARCH.COM



March 31, 2021

Albert Mendoza, P.E.
Deputy Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Re: City of Montebello, Request for Proposals (RFP) To Develop an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan For the City of Montebello

Dear Albert Mendoza and Colleagues,

Sally Swanson Architects, Inc. (SSA) a California licensed and certified WBE, SBE and DBE firm, is honored to present our proposal to the City of Montebello to provide professional consulting services to prepare an Americans with Disabilities Act (ADA) Self-Evaluation Report and Transition Plan. A concentration of staff resources, hands-on management and ADA access compliance experience and methodology will generate the highest value of services to the City of Montebello.

Introduction of the Firm – Sally Swanson Architects, Inc. (SSA)

Unique Aspects of SSA's Qualifications

SSA's dual professional practice of ADA access compliance and Architecture sets it apart from its peers. In addition, SSA does not use sub-consultants to conduct any aspect of the ADA Self-Evaluation and Transition Plan process in order to ensure the validity of data compilation and reports. SSA will use a method of data collection that is proven to be more efficient and accurate than manual surveying techniques.

The SSA in-house team consists of long-term and dedicated SSA staff members that includes three (3) licensed Architects, three (3) Certified Access Specialists (CASP) and ICC-certified accessibility inspectors. In addition, one of SSA's Certified Access Specialists is also an Attorney who is dedicated to issues regarding the ADA and access compliance.

Relevant Projects

Recent similar ADA Self-Evaluation and Transition Plans include those for the Cities of Los Angeles, Vernon, Chowchilla, Bellflower, Oxnard, Camarillo, Santa Ana, Oakley, Woodland, Alameda, Belmont, Daly City, Richmond, El Cerrito, Emeryville, Salinas, Sunnyvale, San Carlos, Mountain View, Monterey, San Marcos, and Clovis in California; as well as the Counties of San Bernardino, Santa Barbara, Kings, Humboldt, Mendocino, San Luis Obispo and Stanislaus, California.

Project Leadership

The project will be conducted by Shao Chen, ICC, CASp who will provide a hands-on approach to every aspect of the project, complemented by his expertise, understanding and capabilities garnered from his portfolio of related ADA accessibility assessment projects. SSA works collaboratively with the client and all stakeholders to deliver professional services. Ian Blakey, ICC, CASp, will serve as the staff in charge of Project Quality Assurance and final signatures. As SSA ADA Policy Specialist, Joshua Klipp, is both CASp certified and an Attorney. Our dedicated team is prepared to work closely with appropriate City of Montebello staff to provide a uniquely comprehensive perspective on accessibility issues.



Summary Statement of Professional Qualifications

Why Select SSA?

SSA offers a dedicated, knowledgeable and enthusiastic long-term, in-house team with unparalleled depth of experience. For more than 41 years, SSA has conducted accessibility surveys and created ADA Self-Evaluation and Transition Plans for over 100 clients, which include dozens of cities, counties and public agencies, covering a full-range of services necessary to ensure client compliance with the myriad federal and state disabled access regulations, including the Americans with Disabilities Act (ADA), U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, Public Rights-of-Way Accessibility Guidelines (PROWAG) and the Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS).

SSA's Commitment to the City of Montebello

SSA is committed to the City of Montebello from the onset of its contract to beyond its formal tenure. When the contract concludes SSA makes itself available to answer questions or concerns regarding further understanding and monitoring of the Transition Plan.

Required Statement

Acceptance of Attachment 1 – City of Montebello Standard / Sample Professional Services Agreement

Sally Swanson Architects, Inc. (SSA) has reviewed "the general terms and conditions and acknowledges its acceptance of Attachment 1 as a mechanism to expedite the contract negotiation process". SSA takes no exceptions and recommends no changes to Attachment 1. SSA meets or exceeds all types and levels of insurance required.

Receipt of Addendum 1

Sally Swanson Architects, Inc. (SSA) is in receipt of City of Montebello Addendum 1 issued on 3/24/21.

Signed by Person Authorized to Contractually Bind the Firm

This cover letter is being signed by Sally Swanson, AIA, CEO and Principal-in-Charge who is the officer authorized to negotiate on behalf of and to contractually bind the firm, Sally Swanson Architects, Inc.

Recommendations by Cities, Counties and Public Agencies

SSA has earned an excellent record throughout the firm's 41 years in providing access compliance services. We encourage you to contact the references we have provided to learn how SSA has inspired, gained and maintained the confidence of its clients throughout California and across the U.S.

Goal Documentation – A Strong Team

SSA will meet all work performance requirements with our dedicated in-house staff. They are keen to begin work with the City of Montebello.

Why choose SSA? A dedicated, knowledgeable and enthusiastic professional team with unparalleled depth of experience.

Thank you very much for your consideration. We look forward to the next steps in the selection process.

Sincerely,

Sally Swanson, AIA
Principal-in-Charge



TABLE OF CONTENTS

A	SCOPE OF WORK
B	PROJECT MANAGEMENT AND STAFF QUALIFICATIONS
C	COMPANY QUALIFICATIONS AND REFERENCE
D	FEE PROPOSAL (SEPARATE DOCUMENT)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO.1 AND ACCEPT THE
AFOREMENTIONED.

March 30, 2021
Date

Sally Swanson, 
Print Name, Signature





Review of Scope of Services

UNDERSTANDING

Sally Swanson Architects, Inc. (SSA) understands that the City of Montebello, a City in Los Angeles County, located in the southwestern area of the San Gabriel Valley and approximately 8 miles east of downtown Los Angeles, is seeking to enter into a professional services agreement with a qualified and experienced firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance of City facilities, programs, services, and communications. Montebello which has approximately 62,500 residents within its 8.4 square mile radius is required to conduct a ADA Self-Evaluation and Transition Plan, which will identify existing obstacles limiting accessibility and describe steps that are to be taken to ensure that facilities and elements within the public right-of-way are made accessible to all individuals.

The project tasks anticipated are as follow:

1. Oversee Development and Execution of Self Evaluation Report and ADA Transition Plan
 - a. SSA will Conduct Project Administration, Management & Coordination
 - b. SSA will Develop a Process, Procedures, and Forms
 - c. SSA will Attend Kick-Off, Interim Progress and Completion Meetings
 - d. SSA will Present Draft and Final Transition Plan to the City Staff
2. Conduct Comprehensive Facility Surveys and Barrier Assessments
 - 2.1 Buildings
 - a. SSA will Conduct an Inventory Review
 - b. SSA will Review Facility Diagrams
 - c. SSA will Conduct Physical Surveys of City Buildings per RFP Attachment
 - d. SSA will Provide Draft Buildings Access Compliance Assessment Reports
 - e. SSA will Provide Final Buildings Access Compliance Assessment Reports
 - 2.2. Parks, Recreation and Open Space
 - a. SSA will Conduct an Inventory Review
 - b. SSA will Review Facility Diagrams
 - c. SSA will Conduct Physical Surveys of City Parks, Recreation and Open Space per RFP Attachment 3
 - d. SSA will Provide Draft Parks, Recreation and Open Space Access Compliance Assessment Reports
 - e. SSA will Provide Final Parks, Recreation and Open Space Access Compliance Assessment Reports
 - 2.3. Public Right-of-Way
 - a. SSA will Conduct an Inventory Review
 - b. SSA will Conduct Physical Surveys of City Public-Right-Way
 - c. SSA will Provide Draft Pubic Right-of-Way Access Compliance Assessment Reports
 - d. SSA will Provide Final Public Right-of-Way Access Compliance Assessment Reports
 - 2.4. City Programs and Services
 - a. SSA will Identify Programs and Services and Associated Policies and Procedures
 - b. SSA will Select Key Personnel Including Orientation Meeting
 - c. SSA will Conduct Staff Surveys Including Questionnaires
 - d. SSA will Provide Draft Programmatic Survey Reports
 - e. SSA will Provide Final Programmatic Survey Reports
 - 2.5. City Communication and Webpages
 - a. SSA will Identify Communication and Webpages and Associated Forms and Website



- Formatting
 - b. SSA will Evaluate City's Communications and Webpages
 - c. SSA will Provide Draft Communication and Webpages Survey Reports
 - d. SSA will Provide Final Communication and Webpages Survey Reports
3. Comprehensive ADA Self Evaluation and Transition Plan
- a. SSA will Provide a Draft ADA Self-Evaluation & Transition Plan
 - b. SSA will Provide a Final ADA Self-Evaluation & Transition Plan with Executive Summary
 - c. SSA will Provide a Draft Database in Excel or City Approved Software and ArcGIS Map
 - d. SSA will Provide a Final Database in Excel or City Approved Software and ArcGIS Map
 - e. SSA will Provide six (6) bound copies of Final Self-Evaluation Report and ADA Transition Plan
 - f. SSA will Provide Editable Electronic Copies of Final Documents in Both Microsoft Word and PDF Formats
4. Public Outreach/Meetings
- a. SSA will Conduct Public Outreach Administration Including Presentation & Materials
 - b. SSA will Conduct Public Outreach Online Meeting No.1
 - c. SSA will Conduct Public Outreach Online Meeting No.2
 - d. SSA will Present to the City Council
5. Training (**At No Cost to The City**)
- a. SSA will Provide Training on Applicable Code, Inspection, Report, & Database

Summary of Deliverables

- 1. Self-Evaluation process recommendations including proposed procedures and forms
- 2. Draft Barrier Assessment Surveys for all City Buildings, Park and Recreation Facilities, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
- 3. Final Barrier Assessment Surveys for all City Buildings, Parks and Recreation Facilities, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
- 4. Draft Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
- 5. Final Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
- 6. Draft Self Evaluation Report submitted in hard-copy and electronic formats
- 7. Final Self Evaluation Report submitted in hard-copy and electronic formats
- 8. Provide Draft communication and Webpages Survey Reports
- 9. Provide Final communication and Webpages Survey Reports
- 10. Public meeting agendas and minutes, as appropriate
- 11. Provide Draft database in Excel and ArcGIS Map
- 12. Provide Final database in Excel and ArcGIS Map
- 13. Draft "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats
- 14. Final "Final Self-Evaluation Plan and ADA Transition Plan" as six (6) Bound Copies and Editable Electronic Copies of Final Documents in Both Microsoft Word and PDF Formats
- 15. SSA will attend at least two City Council meetings, at the request of City staff, to present the "Self Evaluation Report and ADA Transition Plan" for review and adoption
- 16. Project meetings with City staff, as needed

The City will have the authority to prioritize projects on the final Transition Plan based on which sites get the most foot-traffic.



FIRM QUALIFICATIONS

Company Name: Sally Swanson Architects, Inc.

Years in business: 41 years

Address: 2600 West Olive Street, Suite 586,
Burbank, CA 91505
Telephone: 800.533.8771 T

Firm Website: www.swanarch.com

Main Contact: Project Manager: Shao Chen, ICC, CASp
P. 800.533.8771 T
email: schen@swanarch.com

Type of organization: California Corporation, Incorporated Nov. 19, 2001

Name of Owner: Owner/Founder/Principal-in-Charge: Sally Swanson, AIA

License/Registration: CA Architect License #C12746 (Sally Swanson)/ CA Business Certificate #379994

Firm Certifications: Woman-owned Business Enterprise (WBE);
Small Business Enterprise (SBE);
Disadvantaged Business Enterprise (DBE)

Federal Tax I.D.: 01-0600856 Business License: #C2275182

Scope of Services: Founded in 1980, Sally Swanson Architects, Inc. has two practice specialties:
1. ADA Access Compliance
2. Educational and Civic Architectural Design

Firm History and Description:

Forty-one years ago Sally Swanson Architects started, and has continued, as a pioneering firm with a passion for creating accessible environments. Our belief is that the best access compliance begins with a deep knowledge of ADA compliance and combines it with a strong design understanding. Bridging the strict requirements of California ADA codes as well as the requirements of place-making design, we collaborate with our clients to create environments that mitigate barriers. We cover the broadest spectrum of projects.

The firm's expertise includes the preparation of Guidance Documents for the Division of the State Architect (DSA) now being used by plan reviewers, building departments, and cities and counties across California. SSA utilizes surface profiling technology that speeds up field data collection on sidewalks six times faster than the traditional approach. SSA provided Universal Design guidelines for the 2014 Sochi, Russia Winter Olympics and Paralympics, and the 2018 PyeongChang, South Korea Winter Olympics and Paralympics. SSA is currently working on the accessibility guidelines for the 2020 Tokyo Summer Olympics and Paralympics.





ADA ACCESSIBILITY CONSULTING SERVICES AND EXPERIENCE

Self-Evaluations

SSA provides a comprehensive review of an organization's policies and procedures, with recommendations for improving program access for those with disabilities. SSA can also train staff to evaluate on their own. Barriers to ADA compliance are pinpointed so that they can be addressed to achieve compliance. These include not only physical access at facilities, programs, and events, but also employment policy, training, emergency management and grievance policy management.

Transition Plans

The Transition Plan contains ADA surveys of all public facilities, identifying any structural modifications necessary for the removal of barriers to program accessibility. SSA has more than thirty-six years of experience developing ADA Transition Plans for over 100 public and private entities; we also work with Cities, such as St. Louis, MO, where we trained staff to conduct rights-of-way surveys.

Physical Access Compliance Survey / Paths of Travel

SSA's Paths of Travel surveys provide a comprehensive, detailed physical survey, including full documentation, evaluation reports, and proposed alternative cost-saving solutions.

ADA Workshops and Training

Our experienced CASp professionals have provided training of staff on ADA surveying, design, disability awareness, and ADA sensitivity. SSA delivers programs and activities that minimize exposure to complaints and grievances. We can provide workshops about the new ADA Accessibility Guidelines and how the new 2010 requirements differ from the California Accessibility Standards.

Guidelines, Standards and Specifications

SSA has prepared a variety of guidance documents that cover all accessibility issues and requirements that must be considered for project designs. Standards and checklists set a framework of code compliance expectations that can be quickly determined.



Sally Swanson Architects was solely responsible for the development of a Transition Plan for the County of Mendocino ... SSA demonstrated a high degree of professionalism ... Unambiguous advice and effectual guidance is typical for this firm. They provided the County of Mendocino with a product that assists the division of Building and Grounds in the identification and removal of architectural barriers within given budgetary and time constraints. We would readily work with SSA again and recommend their services.

– Tim Garrison, Manager, Buildings and Grounds
County of Mendocino, General Services Department



INNOVATIVE SOLUTION FOR DATA COLLECTION

Digital Profiling of Sidewalk Inventory & GIS Integration

The sidewalk profiler is an alternative to the traditional method of compiling survey results which utilizes cost effective proprietary technology in gathering field data of pedestrian facilities within the public rights-of-way.

Profiler and GIS Tools

Sidewalk profiling devices enable the capture of highly accurate location-specific data about barriers and hazards that can make a sidewalk difficult to navigate. Innovative software mounted on the profilers allow for the data to be exported to a city's asset management database or integrated into a geodatabase.

Unlike survey data collected at a curb ramp, which is located at one point in an intersection, data along a mid-block section of a sidewalk could be spread over anywhere between a ¼ mile to several miles. Using GIS technology to pinpoint these multiple locations along the length of a section of sidewalk is the most feasible way for a contractor to go out and repair sections of sidewalk.



Comparing manual sidewalk collection (dots) vs profiler sidewalk collection (lines)

At SSA we ensure your results are accurate and precise. The profiler data shown below (lines) shows the consistency between four different surveyors and the repeated performance of identifying cross slope greater than 2.0%. While the manual collection by hand (dots) does not show the same consistency. The manual collection also missed areas where the cross slope is greater than 2.0%. SSA uses the profiler for all sidewalk data collection to ensure our clients are given the most accurate and meaningful data possible.



GIS Viewers

Using Surface Profilers with Geographical Information System (GIS) is a cost-effective solution to inventory and map ADA barriers within pedestrian infrastructures. For those who do not have access to GIS software, a browser-based GIS viewer is also accessible from a dedicated webpage. Just like Google maps, the GIS viewer can pan across or zoom into a jurisdiction's map, turn on and off layers to identify barrier types for different pedestrian features, and view collected data and analysis on a dedicated web page from any computer. The ability to have documents updated regularly with real-time information on compliance facilitates barrier removal and easy access from a website improves data input as projects are programmed and funding is secured, allowing regular measuring of progress.



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

1. WORK PLAN

CITY OF MONTEBELLO - AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN - RFP NO. 21-18 - EFFORT MATRIX - SALLY SWANSON ARCHITECTS, INC. (SSA)

Task #	Tasks Task Description	Sally Swanson Architects, Inc.								Total Hours
		Principal-in-Charge	Project Manager	Policy Specialist	Facility Specialist	GIS/Database Specialist	Technical Staff	PRoW Surveyor	Admin Staff	
		Sally Swanson	Shao Chen	Joshua Klipp	Ian Blakey	Brandon Guyton	(Various)	(Various)	(Various)	
1.	Oversee Development and Execution of Self-Evaluation Report and ADA Transition Plan									
	a. Administration, Management & Coordination		8						8	16
	b. Develop a Process, Procedures, and Forms		2	2	2	2				8
	c. Attend Kick-Off, Interim Progress and Completion Meetings	2	8	2	2	2				16
	d. Present Draft and Final Transition Plan to the City Staff		2	2	2					6
	Subtotal:	2	20	6	6	4	0	0	8	46
2.	Conduct Comprehensive Facility Surveys and Barrier Assessments									
2.1.	Buildings									
	a. Inventory Review		1		4					5
	b. Facility Diagrams		1		4		40			45
	c. Physical Surveys of City Buildings per RFP Attachment 2		1		80					81
	d. Draft Buildings Access Compliance Assessment Reports		1		8		40			49
	e. Final Buildings Access Compliance Assessment Reports		1		4		8			13
	Subtotal:	0	5	0	100	0	88	0	0	193
2.2.	Parks, Recreation and Open Space									
	a. Inventory Review		1		4					5
	b. Facility Diagrams		1		4		40			45
	c. Physical Surveys of City Parks, Recreation and Open Space per RFP Attachment 3		1		120					121
	d. Draft Parks, Recreation and Open Space Access Compliance Assessment Reports		1		8		40			49
	e. Final Parks, Recreation and Open Space Access Compliance Assessment Reports		1		4		8			13
	Subtotal:	0	5	0	140	0	88	0	0	233
2.3.	Public Right-of-Way (PRoW)									
	a. Inventory Review		1			8				9
	b. Physical Surveys of City PRoW (240 Miles Sidewalks, 1,400 CRs, 80 Traffic Signals & 170 Transit Stops)		1			8		680		689
	c. Draft Public Right-of-Way Access Compliance Assessment Reports		1			8	120			129
	d. Final Public Right-of-Way Access Compliance Assessment Reports		1			4	24			29
	Subtotal:	0	4	0	0	28	144	680	0	856
2.4.	City Programs and Services									
	a. Identify Programs and Services and Associated Policies and Procedures		1	8						9
	b. Selecting Key Personnel Including Orientation Meeting		1	4						5
	c. Staff Surveys Including Questionnaires		1	8						9
	d. Draft Programmatic Survey Reports		1	64						65
	e. Final Programmatic Survey Reports		1	16						17
	Subtotal:	0	5	100	0	0	0	0	0	105
2.5.	City Communication and Webpages									
	a. Identify Communication and Webpages and Associated Forms and Website Formatting		1	4						5
	b. Evaluate City's Communications and Webpages		1	4						5
	c. Draft Communication and Webpages Survey Reports		1	8						9
	d. Final Communication and Webpages Survey Reports		1	4						5
	Subtotal:	0	4	20	0	0	0	0	0	24
3.	Comprehensive ADA Self Evaluation and Transition Plan									
	a. Draft ADA Self-Evaluation & Transition Plan	1	2	8	8		120			139
	b. Final ADA Self-Evaluation & Transition Plan with Executive Summary	1	2	4	4		24			35
	c. Draft Database in Excel or City Approved Software and ArcGIS Map		1			80				81
	d. Final Database in Excel or City Approved Software and ArcGIS Map		1			24				25
	e. Provide Six (6) Bound Copies of Final Self-Evaluation Report and ADA Transition Plan		1				8			9
	f. Editable Electronic Copies of Final Documents in Both Microsoft Word and PDF Formats		1				8			9
	Subtotal:	2	8	12	12	104	160	0	0	298
4.	Public Outreach/Meetings									
	a. Administration Including Presentation & Materials		2	8	8					18
	b. Public Outreach Online Meeting No.1		2	2	2	2				8
	c. Public Outreach Online Meeting No.2		2	2	2	2				8
	d. Presentation to the City Council	2	2	2	2					8
	Subtotal:	2	8	14	14	4	0	0	0	42
5.	Training ("At No Cost to the City")									
	a. On-line Training on Applicable Code, Inspection, Report & Database		2	6	6	6				20
	Subtotal:	0	2	6	6	6	0	0	0	20
	Grand Total:	6	61	158	278	146	480	680	8	1817

MANAGEMENT APPROACH

The best projects are collaborations. *Only dedicated SSA in-house staff will collaborate with and work directly with the City of Montebello. SSA does not engage sub consultants when conducting ADA Self-Evaluation and Transition Plans.*

The City of Montebello Scope of Work as outlined in the Request for Proposals (RFP) RFP No. 21-18, is quite clear and SSA will meet or exceed all requirements of the contract. *SSA has included in its Fee Proposal the cost to complete a Full Self-Evaluation and Transition Plan per data provided by the RFP & Addendum NO. 1.*



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

1. Oversee Development and Execution of Self Evaluation Report and ADA Transition Plan

Sally Swanson Architects, Inc. (SSA) plans to attend at least three status meetings with City staff, including an initial kick-off meeting; interim progress meetings shall be at approximately 50%, 75%, and 95% completion. SSA will also attend and present the ADA Transition Plan to the City Council at a public meeting.

SSA will attend a kick-off meeting with the City to confirm the scope of work before advancing Tasks. SSA will identify all materials required to furnish a self-evaluation and transition plan and coordinate with key City personnel, and other stakeholders, as required. SSA will coordinate involvement of various stakeholders to include appropriate City staff, disability advocacy groups, and the general public throughout the process.

The kick-off meeting is the opportunity for the City staff and SSA staff to review and refine the scope of work, completion schedules, as well as project communications, final deliverables and overall project strategies and goals. SSA will record and distribute Meeting Minutes to ensure project-wide understanding and accord of all decisions taken at the kick-off meeting. *At the City discretion, the kick-off meeting can be conducted via virtual conference technology.*

SSA will schedule Interim meetings (via virtual conference technology at the City discretion) to be conducted with designated City staff at 50%, 75% & 90% completion to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project continuing to move forward raised by City or SSA.

At the request of the City, SSA will attend a City Council Meeting (via virtual conference technology at the City's discretion).

Upon award of the contract, SSA will begin the process of reviewing background information and documents as well as planning, coordinating and scheduling a Project kick-off. Many project components discussed here regarding contacts, project schedule and communications will be agreed upon prior to an official project kick-off via email and phone conversations. SSA will manage its team including other administrative functions and overall Project activities consistent with the direction from the City of Montebello in order to meet the Project schedule and budget during the course of services.

SSA will coordinate with the City of Montebello, other government agencies and other affected parties as required throughout the duration of the Project. The SSA Project Team will arrange to meet via virtual conference technology, at the City of Montebello discretion, with the City staff and other appropriate stakeholders to review, refine, and finalize the scope of work, programmatic evaluations, and completion schedules, as well as project communications, final deliverables and overall project strategies and goals.

Project Schedule

SSA will use Microsoft Project to develop schedules including critical tasks. SSA will prepare, monitor, and update progress schedule beginning at the kickoff meeting and ending at City's acceptance of the final report for the Project. Schedule will indicate significant milestones and the critical path for the Project. SSA will notify City if there are delays in any phase or Task of the Project. In such cases, SSA will make up the schedule in subsequent Tasks of the Project or provide information to City substantiating a time extension. The schedule will be maintained and kept updated at all times and will be updated each time progress and milestones are changed. In addition, the progress schedule will be updated no less frequently than after each task is complete.

Invoicing

SSA will submit monthly invoice payments with a progress report summarizing partially or completed scope of work for processing.

QA/QC

QA/QC routines begin before the mission. It is the first management activity to ensure that a process, item, or service is of the quality expected by the user, as well as to create management controls that address planning, implementation and review of data collection activities. Subsequent QA/QC activities provide routines and consistency checks to ensure project integrity, correctness, and completeness.



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

Concurrent with the compilation of the report, all drawings and data will be reviewed and double-checked for accuracy and viability. The ADAAG, ADAS and the California Building Code cited will be verified and the barrier location examined to ensure accuracy and the highest quality report.

Because SSA does not utilize sub consultants when conducting ADA Self-Evaluation and Transition Plans, SSA can better control accuracy in the collection and compilation of the data and quality of the final report. Only SSA staff will be conducting the process.

SSA will QA/QC all materials prior to submittal to the City of Montebello.

2. Conduct Comprehensive Facility Surveys and Barrier Assessments

2.1 Buildings

SSA will conduct surveys of all public buildings on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the City prior to performing the surveys.

SSA will determine specific features to be surveyed as required and as applicable under the accessibility standards and codes. Field surveys of facility/buildings (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) shall include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work. Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the City's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the 2019 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

Site Exterior: Survey will include exterior path of travel from/to the nearest site entrance point from/to the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; other ramps; way-finding signage; exterior elevators, lifts and where paths of travel from public transit or public parking serve the facility.

Interior: Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; public counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

2.2. Parks, Recreation and Open Space

SSA will conduct surveys of all City Parks, Recreation and Open Space which includes public parking lots; public parks (paths, parking lots, restrooms, amenities, sport, pool and play areas), on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the City prior to performing the surveys.

The scope of services will follow the outline of Task 2.1

2.3. Public Right-of-Way

Prior to performing the physical survey of selected City Rights-of-Way, SSA will prepare a rating system for the non-compliant items to facilitate identifying and cataloging the type and severity of distress to be used in data collection, which will be approved by the City prior to beginning the survey.



SSA's Accessibility Surveyors will collect the required information for the selected City Rights-of-Way throughout the City. A data collection checklist, based on ADA and DOT requirements as well as PROWAG recommendations, will be pre-programmed into handheld data collectors. Using traditional measuring and smart-level equipment, Accessibility Surveyors will enter data directly into the data collectors.

SSA will use handheld computers to input measurements in the field and identify the precise geographic location of the pedestrian features. Data collection, data validation, and linking to location and digital photo files will happen automatically as the Accessibility Surveyors enter data and move from point to point. The Accessibility Surveyors will access the data entry and validation forms and aerial photography along with right-of-way, utility, topographic, or other feature data sets pre-loaded on the data collectors for easy reference in the field. This is very important as the logistics for the day's work will be identified on the map to keep the project on schedule and to minimize the possibility of missing an important feature in the field.

2.4. City Programs and Services

SSA will coordinate with designated key City staff to orient staff with the Self-Evaluation process, including type of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation. SSA will assist the City in identifying what staff/departments shall be considered as key staff to coordinate with.

SSA meets with designated key City staff via virtual conference technology (at the City discretion) to orient staff on the Self-Evaluation process, including types of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation.

- SSA assists the City in identifying what staff/departments will be considered as key staff to attend the meeting.
- SSA administers a staff survey to evaluate the level of program accessibility within each City department.
- Once the surveys are complete, SSA reviews information provided, then identifies, requests and reviews any additional information that may be helpful in the evaluation of City-wide and program-specific policies, practices and procedures.
- If needed, SSA may conduct brief phone or in-person interviews with survey respondents to discuss initial findings and follow-up with additional questions, if necessary.
- Finally, SSA drafts a report and recommendations for the City to review.
- Following City review, discussion and integration of public comment, SSA prepares a final survey document.

SSA understands that some survey respondents may not have in-depth knowledge of the ADA and accessibility concepts, and that some Cities may have heightened sensitivity to this process. SSA ensures that, throughout the entire survey process, SSA is available to answer any questions, and work closely with the City to ensure maximum comfort and security with the process and results.

Example of Information Elicited and Reviewed

For example, SSA's program access specialist reviews existing policies, procedures and practices pertaining to the City's programs – both on-site and online – to ensure effective communication with members of the public, particularly individuals with disabilities. These recommendations and best practices will cover the appropriate types of auxiliary aids or services necessary to ensure effective communication with individuals with disabilities and will identify the most effective methods of:

- making aurally-delivered information available to individuals who are deaf or hard-of-hearing
- making visually-delivered materials available to individuals who are blind or have low vision

SSA will evaluate the information gathered to evaluate current City programs, services and activities in order to identify issues that may be discriminatory to people with disabilities and provide a report with recommendations on how to ensure compliance with current precedent, requirements and best practices and propose modifications to policies and practices as needed to comply with the various provisions of the ADA. SSA will review all documentation and policies to ensure that appropriate policies are in place to monitor updates and compliance in future projects. Results of the evaluation will be documented in a combined Self-Evaluation and Transition Plan report to be completed under a subsequent Task.



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

SSA's Self-Evaluation methodology is designed for ease of use, efficiency, adaptability, and, of course, accessibility. SSA can utilize the latest videoconferencing technology to ensure that meetings with staff can be held at the City's convenience, safely, securely, and only by whom the City wishes to attend. SSA's time-tested electronic Self-Evaluation survey – based on the U.S. Department of Justice's thirteen points of evaluation addressing key policies, procedures and practices – gathers information to evaluate the City's current compliance status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, communications, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, grievance procedures, and emergency procedures. Because surveys can be administered electronically, they may be completed and submitted remotely. SSA draft and final reports are sent in accessible electronic formats that are easily viewed on City electronic devices.

Programmatic Assessments & Surveys

In the initial phase of the project, two types of assessments occur: program accessibility, as described above which relates to the Self-Evaluation (SE) scope of work, and physical or architectural accessibility, which pertains to the Transition Plan (TP), as described throughout this proposal. The end of this phase will produce two analyses by SSA that are integrated into one comprehensive Draft ADA Self-Evaluation & Transition Plan. This two-part approach – physical (TP) and program access (SE) assessment – provides a more comprehensive understanding of access compliance issues for the City and empowers identification of the most cost-effective programmatic solutions for physical or architectural barriers.

SSA will administer a staff survey to evaluate the level of program accessibility within each City department. SSA will be responsible to determine the format and contents of the survey in order to conduct a complete and comprehensive Self-Evaluation, however, it is anticipated that the staff survey will consider such information as eligibility requirements, participation requirements, and facilities used, staff training, transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

SSA will submit a draft of the survey for City review, allow for comments, and then prepare final survey documents.

SSA will present draft survey questionnaires and record feedback from the City Team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft survey questionnaires under the plan and address any questions or comments in a timely manner.

SSA will incorporate all comments and prepare final survey documents. SSA will be fully responsible for distributing and collecting the survey and results; City will only provide administrative support on an as-needed basis upon request. SSA will notify the City if there is no responsiveness or delays in receiving surveys from City staff. SSA will also discuss with each staff member their responses to the survey questions.

SSA will present draft Programmatic survey reports and record feedback from the City team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft reports developed under the plan and address any questions or comments in a timely manner.

SSA will Incorporate all Comments and Prepare Final Programmatic Survey Reports. The survey reports will be included in the Self-Evaluation and Transition Plan report to be completed under a subsequent Task.

2.5. City Communication and Webpages

SSA will review and evaluate the City's website and website policies and procedures concerning accessibility. Note findings and develop a plan and work with the City's IT Department to address deficiencies through accessible website design which does not require people to see, hear, or use a standard mouse in order to access the information and services provided. SSA staff member, Joshua Klipp, CASp, Esq will be responsible for this scope of work.

Sally Swanson Architects, Inc. (SSA) website evaluation will conform with the Section 508 requirements. The US Access Board established the Section 508 standards that implement the law and provides the requirements for accessibility. Section 508 requires public agencies to make their ICT such as technology, online training and websites accessible for everyone.



3. Comprehensive ADA Self Evaluation and Transition Plan

The Transition Plan aspect of the report will identify and prioritize removal of structural barriers for accessibility purposes. The Transition Plan will accomplish the following:

- Recommendations and cost for modifications of policies, practices, and procedures to ensure compliance under ADA
- Identification of physical barriers in the City's facilities that limit the accessibility of its programs or activities to individuals with disabilities and cost to remove these barriers
- Detailed description of the methods and cost that will be used to make the facilities accessible, and responsible party to make the structural modifications. For example, in accordance with the California Streets and Highways Code, property owner is responsible for sidewalk fronting their property
- Schedule for taking the steps necessary to upgrade access. If the time period for achieving upgraded access exceeds one year, then identify the interim steps to be taken during each year following adoption of the Transition Plan
- Indicate the City designee responsible for implementation of the Plan

The Transition Plan aspect of the report will provide an analysis and summary of the following:

- Methodology for prioritization of barrier remediation
- Estimated costs for barrier remediation
- Implementation schedule
- Procedures and forms for monitoring implementation
- Procedures and forms for performing evaluations of additional barriers
- Procedures and forms for filing Requests for Accommodation
- Standard drawings for remediation methods
- Identify the responsible party for implementing the ADA plans
- A section will also be included that lists references and contact information

SSA will identify any programmatic solutions to remove an existing barrier by providing equivalent facilitation in lieu of making physical alterations.

SSA will work with City staff to prioritize removal of architectural barriers at each facility. SSA will consider past and current City planning activities to incorporate the activities into the Transition Plan.

SSA will develop the Draft Self-Evaluation including questionnaire responses, grievance procedure and work plan.

SSA will develop the Draft Transition Plan including priorities, schedule, funding, standard drawings and implementation.

SSA will present the Draft ADA Self-Evaluation and Transition Plan and record feedback from the City team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft Self-Evaluation and Transition Plan developed under the plan and address any questions or comments in a timely manner.

SSA will incorporate all changes and develop the final ADA Self-Evaluation and Transition Plan including executive summary.

Database and GIS

GIS will play a pivotal role in this project from data acquisition (organizing the data points generated during the survey) to creating a mapping interface for asset management, compliance monitoring and prioritizing improvements. This will result in a mapping interface that documents non-standard data points (code compliance deviations) related to City-wide Public Right-of-Way: sidewalks and curb ramps, as well as locations of pedestrian signals, paths and parking lots and exterior pedestrian elements serving the facilities, public buildings and parks, recreation and open space. The resulting post-processed data will be posted to the project GIS geodatabase and made available for data analysis and prioritization. The resulting data can be viewed in the final City-wide reference map.



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

The City-wide reference map includes the data validation tools used in the project GIS and will create a platform from which the City staff can analyze and retrieve information on barriers in the public rights-of-way, identifying corrective measures on where to make repairs to the Public Right-of-Way: sidewalks, curb ramps and other pedestrian features associated with public buildings and parks. SSA will customize the data elements and analysis reports to facilitate the integration of the data into the City's GIS.

The maps will fully show distinct points for each identified barrier to access. The GIS data shall graphically display the physical barrier, and include associated data about the barrier from the Transition Plan such as description, cost to remove, year of removal under the Transition Plan, etc.

The inventory database and GIS mapping will be submitted as a draft for City review and comment, and comments shall be incorporated into the final version.

Per the City of Montebello, the electronic data files *"are to be used at the discretion of the City with no fee associated with its use"*.

SSA has developed an excellent computer-based tool, which provides a variety of accessibility functions. SSA's FileMaker database is a relational database program that assembles, organizes and maintains field survey data; maintains records of as-built conditions (actual measurements), code requirements (required measurements), conceptual cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The program will also generate the access compliance survey report.

The FileMaker database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the 1991 (revised in 1994) Americans with Disabilities Act Accessibility Guidelines and 2010 Americans with Disabilities Act Accessibility Standards and the International Building Code, as well as California Building Code 2019. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc.

This flexible tool can be easily modified to handle specific client requests and sorting functions; for example, listing the associated costs of updating non-compliant hardware at building entrances within a particular facility. All Public Rights-of-Way (PRoW) and building data is exportable and compatible with a variety of formats including Microsoft Excel (*.xls), Access (*.dbf) and Adobe Acrobat (*.pdf).

SSA will provide the City with an electronic database of items contained in the PRoW and Facility Survey Reports. This database will be in a Microsoft Excel format.

4. Public Outreach/Meetings

Social distancing and sheltering in place are the new normal, but public vetting of the Transition and Self-Evaluation plan is still required by law. Even if the world returns to 'normal' anytime soon, it's likely that communities of people with disabilities may not want to attend in-person gatherings because they may be more susceptible to ongoing health issues.

In order to help the City to meet its legal obligations for public vetting of this Self-Evaluation and Transition Plan, Sally Swanson Architects proposes the following Virtual Town Hall Contingency Plan that can be implemented at the City's discretion.

SSA will host "virtual" Town Halls along with online surveys that can be noticed to the public through the City's marketing channels (e.g. websites, newsletters, email blasts).

Virtual Town Hall

- Set up virtual town hall meetings via Zoom Webinar.
- Anyone who wishes to participate will need to register (for security, to ensure participants can access, and to support subsequent follow up if needed).
- Zoom Town Hall meetings will feature ASL and live captioning provided by the City.
- City and SSA will co-facilitate the Town Halls, presenting an overview of Self-Evaluation and Transition Plan findings and offering an opportunity for public comment.





B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

- SSA will moderate participation to ensure all questions are addressed, and all who wish to have an opportunity to comment are invited to do so.
- During Zoom Town Halls, participants will be invited to use video conference features such as:
 - o Raise hands (to make comments or ask questions).
 - o Chat box (to make comments or ask questions).
 - o Q&A.
- Meetings will be recorded and made available for later viewing, if the City wishes.
- Anyone who is unable to attend may submit a public comment via email, in writing, or by phone.
- Meeting organizers document all comments made by participants

Surveys

- SSA will develop a post-town halls survey to be sent out to participants after town halls, if the City wishes.

Pre-Town Hall Outreach

- SSA will assist the City in reaching out to community members via its marketing channels to inform the public of this upcoming Town Halls.
- SSA will assist the City in reaching out to interested local community organizations, partners and affiliates.
- City will provide a link to register for the Town Halls, as well as a link to the Self-Evaluation and Transition Plan for public review.

Share the Results

- Create short reports with the data, results and input from the online surveys and virtual town halls input.
- Share reports with the public.
- Thank community members for their participation and ensure that their feedback will be part of the final reports.

5. Training (**At No Cost to The City**)

SSA will conduct one (1) Training Workshop with designated City Staff on maintaining and updating the ADA Self-Evaluation and Transition Plan (at the City's discretion, this may be conducted via virtual conference technology).

Training shall be conducted to include, but not limited to:

- Review Federal and/or State accessibility standards and codes
- Modify City programs, services, and activities
- Update Transition Plan inventory list and mapping
- Monitor and update the ADA Self-Evaluation and Transition Plan

Final note on SSA's Proposed Approach: The strength of any prospective approach is in the structure it provides. *The City of Montebello collaboration with SSA benefits by the entire process being conducted by SSA's dedicated in-house staff.* SSA's process has proven to be immensely successful, but "one size may not fit all". By this we mean we will tailor the specifics to serve the needs and resources of the City of Montebello and its stakeholders, whether that means adapting the schedule to allow for unforeseen local circumstances, incorporating technical consulting, or fine-tuning ways to communicate the process with all concerned.

CURRENT CLIENT LIST

- Vernon, CA (Developed the ADA Transition Plan and Self-Evaluation for the City; to Present);
- Chowchilla, CA (Developed the ADA Transition Plan and Self-Evaluation for the City; ongoing);
- Richmond, CA (Developed the ADA Transition Plan and Self-Evaluation for the City; On-Call)
- Emeryville, CA (ADA Self Evaluation and Transition Plan, Barrier Surveys and Transition Plan Update; to Present)
- Elk Grove, CA (Performed ADA Self-Evaluation and Transition Plan Update Services; Ongoing)
- Oakley, CA (Developed the ADA Transition Plan and Self-Evaluation for the City; On-going)
- Ukiah, CA (Developed ADA Right of Way Access Plan; to Present)





B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

- Salinas, CA (Developed ADA Transition Plan; On-Call)
- Woodland, CA (Developed the ADA Transition Plan; ended 2020)
- Mesa, AZ (ADA Self-Evaluation and Barrier Survey Report for City Public Facilities, ended 2019)
- San Marcos, CA (Surveys of pedestrian facilities within the public rights-of-way, and programs within City parks and buildings; ended 2012)

ABILITY TO PROVIDE TIMELY SERVICES

Name		Sally Swanson, AIA	Shao Chen, ICC, CASp	Joshua Klipp, CASp, Esq.	Ian Blakey, ICC, CASp	Brandon Guyton	Stefan Voge
Title		Principal-in-Charge	Sr. Project Manager	ADA Policy Specialist	Facilities Specialist	PRoW / Database Manager	ProW Surveyor/ Technical Staff
Role & Responsibility on Team		Principal-in-Charge	Project Manager / Facilities Specialist	ADA Policy Specialist	ADA Facilities Specialist	PRoW/ Database Manager	ProW Surveyor
Special Training, Licenses and Certifications		Licensed Architect	CASp-Certified; ICC-Certified Accessibility Inspectors/Plan Examiner	CASp-Certified	CASp-Certified; ICC-Certified Accessibility Inspectors/Plan Examiner	N/A	N/A
Project	Date						
City of Salinas ADA Self-Evolution & Transition Plan	6/2019-Present (Anticipated Project Completion: 3/2021)	X		X	X		
City of Hercules ADA Transition Plan Phase I	12/2020-Present (Anticipated Project Completion: 3/2021)	X				X	
Sonoma County Housing	10/2020-Present (Anticipated Project Completion: 3/2021)	X		X		X	
Los Angeles Community College District Region 3 ADA Transition Plan Update	12/2020-Present (Anticipated Project Completion: 4/2021)	X	X		X	X	X
University California, Berkeley ADA Self-Evaluation & Transition Plan	11/2019-Present (Anticipated Project Completion: 5/2021)	X	X	X	X	X	X
County of San Bernardino ADA On-Call Accessibility Consulting Services	2/2020-Present	X	X		X		

LOCATION WHERE WORK WILL BE DONE

Sally Swanson Architects, Inc.
2600 West Olive Ave, 5th Floor
Burbank, CA 91505
Telephone: 800.533.8771

RESPONSIBILITIES FOR COORDINATION OF WORK WITH THE CITY OF MONTEBELLO

Shao Chen, ICC, CASp
2600 West Olive Ave, 5th Floor
Burbank, CA 91505
Telephone: 800.533.8771
email: schen@swanarch.com

ID	Task Name	Duration	Start	Finish	2021	2022
1	City of Montebello ADA Self-Evaluation (SE) and Transition Plan (TP)	254 days	Tue 6/1/21	Fri 5/20/22		
2	1. Oversee Development & Execution of SE Report & ADA TP	254 days	Tue 6/1/21	Fri 5/20/22		
3	Anticipated Project Start Date	0 days	Tue 6/1/21	Tue 6/1/21		
4	Administration, Management & Coordination	254 days	Tue 6/1/21	Fri 5/20/22		
5	Develop a Process, Procedures, and Forms	14 days	Tue 6/1/21	Fri 6/18/21		
6	Attend Kick-Off, Interim Progress and Completion Meetings	254 days	Tue 6/1/21	Fri 5/20/22		
7	Present Draft and Final Transition Plan to the City Staff	70 days	Mon 2/14/22	Fri 5/20/22		
8	2. Conduct Comprehensive Facility Surveys and Barrier Assessments	159 days	Tue 6/1/21	Fri 1/7/22		
9	2.1. Buildings	159 days	Tue 6/1/21	Fri 1/7/22		
10	Inventory Review	14 days	Tue 6/1/21	Fri 6/18/21		
11	Facility Diagrams	100 days	Mon 7/5/21	Fri 11/19/21		
12	Physical Surveys of City Buildings per RFP Attachment 2	90 days	Mon 6/21/21	Fri 10/22/21		
13	Completion of Physical Surveys	0 days	Fri 10/22/21	Fri 10/22/21		
14	Draft Buildings Access Compliance Assessment Reports (ACAR)	100 days	Mon 7/5/21	Fri 11/19/21		
15	Completion of Draft Reports	0 days	Fri 11/19/21	Fri 11/19/21		
16	Present Draft Reports & Record Feedback from City Team	25 days	Mon 11/22/21	Fri 12/24/21		
17	Incorporate Comments & Prepare Final Buildings ACAR	35 days	Mon 11/22/21	Fri 1/7/22		
18	Completion of Final Reports	0 days	Fri 1/7/22	Fri 1/7/22		
19	2.2 Parks, Recreation and Open Space	159 days	Tue 6/1/21	Fri 1/7/22		
20	Inventory Review	14 days	Tue 6/1/21	Fri 6/18/21		
21	Facility Diagrams	100 days	Mon 7/5/21	Fri 11/19/21		
22	Physical Surveys of City Parks, Recreation & Open Space per RFP Attachment 3	90 days	Mon 6/21/21	Fri 10/22/21		
23	Completion of Physical Surveys	0 days	Fri 10/22/21	Fri 10/22/21		
24	Draft Parks, Recreation and Open Space Access Compliance Assessment Reports	100 days	Mon 7/5/21	Fri 11/19/21		
25	Completion of Draft Reports	0 days	Fri 11/19/21	Fri 11/19/21		
26	Present Draft Reports & Record Feedback from City Team	25 days	Mon 11/22/21	Fri 12/24/21		
27	Incorporate Comments & Prepare Final Parks, Recreation and Open Space ACAR	35 days	Mon 11/22/21	Fri 1/7/22		
28	Completion of Final Reports	0 days	Fri 1/7/22	Fri 1/7/22		
29	2.3 Public Right-of-Way	159 days	Tue 6/1/21	Fri 1/7/22		
30	Inventory Review	14 days	Tue 6/1/21	Fri 6/18/21		
31	Physical Surveys of City Public-Right-Way	90 days	Mon 6/21/21	Fri 10/22/21		
32	Completion of Physical Surveys	0 days	Fri 10/22/21	Fri 10/22/21		
33	Draft Public Right-of-Way Access Compliance Assessment Reports	100 days	Mon 7/5/21	Fri 11/19/21		
34	Completion of Draft Reports	0 days	Fri 11/19/21	Fri 11/19/21		
35	Present Draft Reports & Record Feedback from City Team	25 days	Mon 11/22/21	Fri 12/24/21		
36	Incorporate Comments & Prepare Final Public Right-of-Way ACAR	35 days	Mon 11/22/21	Fri 1/7/22		
37	Completion of Final Reports	0 days	Fri 1/7/22	Fri 1/7/22		
38	2.4 City Programs and Services	159 days	Tue 6/1/21	Fri 1/7/22		
39	Identify Programs and Services and Associated Policies and Procedures	19 days	Tue 6/1/21	Fri 6/25/21		
40	Selecting Key Personnel Including Orientation Meeting	19 days	Tue 6/1/21	Fri 6/25/21		
41	Staff Surveys Including Questionnaires	40 days	Mon 6/28/21	Fri 8/20/21		
42	Completion of Staff Survey	0 days	Fri 8/20/21	Fri 8/20/21		
43	Draft Programmatic Survey Reports	65 days	Mon 8/23/21	Fri 11/19/21		

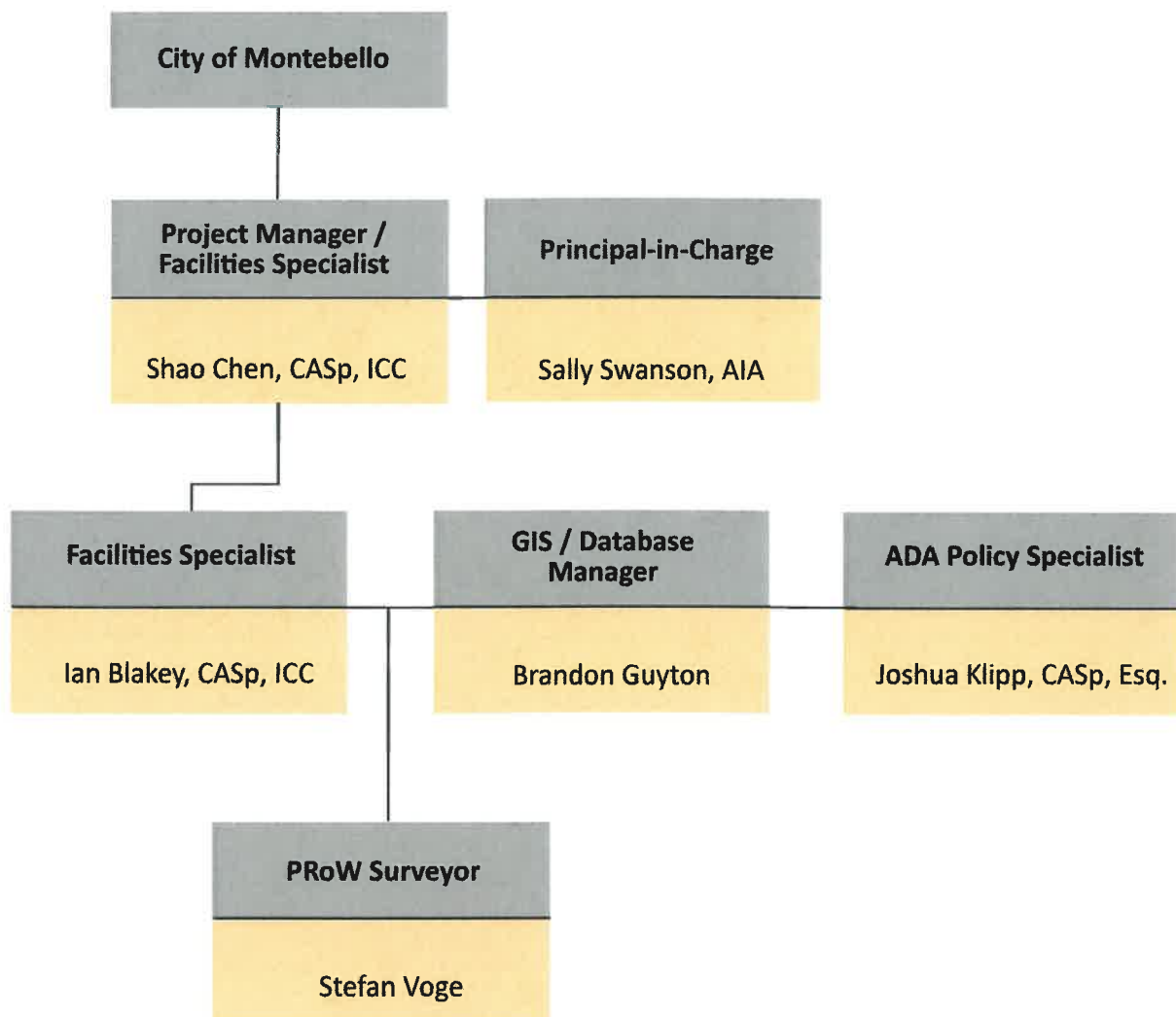
ID	Task Name	Duration	Start	Finish	2022											
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
44	Completion of Draft Reports	0 days	Fri 11/19/21	Fri 11/19/21												
45	Present Draft Reports & Record Feedback from City Team	25 days	Mon 11/22/21	Fri 12/24/21												
46	Incorporate Comments and Prepare Final Programmatic Reports	35 days	Mon 11/22/21	Fri 1/7/22												
47	Completion of Final Reports	0 days	Fri 1/7/22	Fri 1/7/22												
48	2.5 City Communication and Webpages	159 days	Tue 6/1/21	Fri 1/7/22												
49	Identify Communication & Webpages & Associated Forms and Website Formatting	19 days	Tue 6/1/21	Fri 6/25/21												
50	Evaluate City's Communications and Webpages	40 days	Mon 6/28/21	Fri 8/20/21												
51	Completion of Evaluation	0 days	Fri 8/20/21	Fri 8/20/21												
52	Draft Communication and Webpages Reports	65 days	Mon 8/23/21	Fri 11/19/21												
53	Completion of Draft Reports	0 days	Fri 11/19/21	Fri 11/19/21												
54	Present Draft Reports & Record Feedback from City Team	25 days	Mon 11/22/21	Fri 12/24/21												
55	Incorporate Comments & Prepare Final Communication & Webpages Reports	35 days	Mon 11/22/21	Fri 1/7/22												
56	Completion of Final Reports	0 days	Fri 1/7/22	Fri 1/7/22												
57	3. Comprehensive ADA Self Evaluation and Transition Plan	130 days	Mon 11/22/21	Fri 5/20/22												
58	Draft ADA Self-Evaluation and Transition Plan	60 days	Mon 11/22/21	Fri 2/11/22												
59	Completion of Draft ADA Self-Evaluation and Transition Plan	0 days	Fri 2/11/22	Fri 2/11/22												
60	Present Draft ADA SE & TP & Record Feedback from City Team	30 days	Mon 2/14/22	Fri 3/25/22												
61	Incorporate Comments & Prepare Final ADA SE and TP w/ Executive Summary	50 days	Mon 2/14/22	Fri 4/22/22												
62	Completion of Final ADA Self-Evaluation and Transition Plan	0 days	Fri 4/22/22	Fri 4/22/22												
63	Draft Database in Excel or City Approved Software and ArcGIS Map	60 days	Mon 11/22/21	Fri 2/11/22												
64	Completion of Draft Database & ArcGIS Map	0 days	Fri 2/11/22	Fri 2/11/22												
65	Present Draft Database & ArcGIS Map & Record Feedback from City Team	30 days	Mon 2/14/22	Fri 3/25/22												
66	Incorporate Comments & Prepare Final Database and ArcGIS Map	50 days	Mon 2/14/22	Fri 4/22/22												
67	Completion of Final Database & ArcGIS Map	0 days	Fri 4/22/22	Fri 4/22/22												
68	Provide Six (6) Bound Copies of Final SE Report and ADA TP	20 days	Mon 4/25/22	Fri 5/20/22												
69	Completion of Bound Copies	0 days	Fri 5/20/22	Fri 5/20/22												
70	Prepare Editable Electronic Copies of Final Documents in Both Word and PDF Formats	20 days	Mon 4/25/22	Fri 5/20/22												
71	Completion of Electronic Copies	0 days	Fri 5/20/22	Fri 5/20/22												
72	4. Public Outreach/Meetings	254 days	Tue 6/1/21	Fri 5/20/22												
73	Administration Including Presentation and Meeting Materials	214 days	Tue 6/1/21	Fri 3/25/22												
74	Public Outreach Online Meeting No.1	30 days	Tue 6/1/21	Mon 7/12/21												
75	Public Outreach Online Meeting No.2	30 days	Mon 2/14/22	Fri 3/25/22												
76	Presentation to the City Council	20 days	Mon 4/25/22	Fri 5/20/22												
77	5. Training (**At No Cost to The City**)	20 days	Mon 4/25/22	Fri 5/20/22												
78	On-line Training on Applicable Code, Inspection, Report & Database	20 days	Mon 4/25/22	Fri 5/20/22												



2.

CITY OF MONTEBELLO, CA TEAM

The SSA team represents necessary professional and technical disciplines for tasks required to conduct ADA Self-Evaluation and Transition Plan Services.





B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

SALLY SWANSON, AIA
Principal-in-Charge

Length of Time with Company: 41 years

Education: M.A. in Urban Design & Planning, Columbia University; Environmental Studies, University of Washington; B.A. in Architecture, University of Illinois

Professional Memberships/Registrations: Architect, CA, 1982, #C12746

Experience: Ms. Swanson, Principal of Sally Swanson Architects, Inc. has over 43 years of experience in architecture, planning and accessible design and has managed her own award-winning firm since 1980. Ms. Swanson and her team have provided Transition Plans, Self-Evaluations, cost estimates, preliminary plans, and design and construction documents to help various public clients achieve compliance with Federal and California standards.



Universal Design (UD) as practiced by Sally Swanson Architects, Inc. informs Global wayfinding solutions and creates public environments that are enjoyable, easy to use, and work for everyone at any age with or without a disability. The Global Wayfinding principles that relate to spatial planning include: key decision points, identity cues, prioritization of signage, nodes/hub standards and detectable keys to circulation. Over the years, Ms. Swanson has introduced special tools and a process that is time-tested, successful and contains scoping and technical requirements for accessibility to site, facilities, and buildings, with emphasis on providing full and equal access to all. These Global principles and guidelines promote better “access” to transit and public spaces for all users by improving practicality, comfort and feelings of inclusiveness. Ms. Swanson utilizes standards and Transit UD guidelines that she wrote as a member of the American Public Transportation Association (APTA) Urban Design Working Group to identify challenges that people with sensory and/or mobility impairments experience traveling to, riding and getting from transit. A Recommended Practice is an Action Plan developed by Ms. Swanson to implement Universal Design (UD) principles and concepts. Ms. Swanson’s process moves one successfully through a space without doubt, uncertainty or frustration. Ms. Swanson embraces assistive technologies that create solutions for transit environments and other public places. As a Paralympics Reporter accredited by the United States Olympic Committee, she has participated in developing accessibility standards from the Sochi 2014 Winter Paralympic Games, the Rio 2016 Summer Paralympic Games, and the PyeongChang 2018 Winter Paralympic Games to the 2020 Tokyo Summer Olympics and Paralympics Games. Ms. Swanson is also a member of the Transportation Research Board (TRB) Art in Architecture committee. Through her pioneering vision, Ms. Swanson shows it is possible to significantly increase the level of accessibility for everyone including the elderly population and persons with disabilities.

Previous and Current Clients:

Cities: Los Angeles, Bellflower, Santa Ana, Vernon, Richmond, Alameda, San Francisco, Chowchilla, Danville, Emeryville, Lincoln, Lemoore, Monterey, Orinda, Rancho Cordova, Sanger, San Carlos, San Marcos, Santa Clara, Solana Beach, Sunnyvale, Tulare, Turlock, Ukiah, and Woodland CA; Bend, OR; Rio Rancho and Santa Fe, NM; Mesa, AZ; Burlington, VT; Oakley

Counties: Kings, Kern, Humboldt, Marin, Mendocino, Placer, San Mateo, Sacramento, Santa Barbara, Sonoma, Stanislaus, San Bernardino and San Luis Obispo, CA; Brown County, WI and St. Louis County, MO

Special Districts and Transit: California Department of Transportation (CalTrans); Golden Gate Bridge, Highway and Transportation District; Bay Area Rapid Transit (BART); Kings County Association of Governments; Greater Vancouver Transportation Authority; CDCR, Marin Municipal Water District, San Mateo County Harbor District

Sutter Health Facilities: Antioch, Berkeley, Oakland, Sacramento, San Leandro, San Mateo, Santa Rosa and Vallejo, CA

SALLY SWANSON
ARCHITECTS, INC.





B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

SHAO CHEN, CASp, ICC
Project Manager



Length of Time with Company: 20 years

Education: Bachelor of Arts in Architecture, UC Berkeley, CA, 2000

Professional Memberships/Registrations: Certified Access Specialist (CASp #802); ICC-Certified Accessibility Inspector/Plan Examiner (8410634)

Experience: Mr. Chen has 19 years of experience with SSA in planning and executing complex ADA compliance assessment surveys and Transition Plan projects. He holds ICC and CASp certifications.

As SSA's Senior Project Manager for Access Compliance, Mr. Chen's responsibilities include comprehensive project management of all ADA projects where his role includes developing and producing detailed reports. He serves as a very hands-on Project Manager for the largest projects.

For more than a decade, he has managed and worked extensively on all types of accessibility compliance projects ensuring that our clients are meeting the Americans with Disabilities Act (ADA) Title II, Oregon Department of Transportation (ODOT) Public Rights-of-Way Guidelines, U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS), CCR Titles 19 and 24, Code of Federal Regulations (CFR) 28, Part 35 of the ADA, CFR 49, Part 27 of the 1973 Rehabilitation Act and other relevant access obligations.

Mr. Chen develops and implements ADA Self-Evaluation and Physical Barrier Assessment for City Facilities reports from start to finish: a comprehensive process which begins by working closely with the project stakeholders, listening well, and devising a strategy that will best meet the expectations and needs of each client.

Previous and Current Clients:

Cities: Los Angeles, Vernon, Chowchilla, Woodland, Emeryville, Richmond, San Francisco, Monterey, Oakley, Sanger, Clovis, San Marcos, Sunnyvale, Danville, and Lincoln, CA

Counties: San Bernardino, Santa Barbara, Stanislaus, Kings, and Sacramento CA

Higher Education: San Mateo Community College District; Cerritos Community College; University of California, Berkeley, Campbell Union High School District

Special Districts and Transit: California Department of Transportation (CalTrans); San Mateo County Harbor District, Golden Gate Bridge, Highway and Transportation District

Sutter Health Facilities: Antioch, Berkeley, Oakland, Sacramento, San Leandro, San Mateo, Santa Rosa and Vallejo, CA



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

IAN BLAKEY, ICC, CASp
ADA Facility Specialist

Length of Time with Company: 3 years

Education: Bachelor of Science, Geography, University of Oregon

Professional Memberships/Registrations: International Code Council (ICC) Accessibility Inspector/Plans Examiner (#8323183); California Certified Access Specialist (CASp #643)



Experience: Mr. Ian Blakey, ICC, CASp has worked in the field of ADA for nearly a decade. As one of SSA's Senior Project Managers for Access Compliance, Mr. Blakey's responsibilities include comprehensive project management of ADA projects where his role includes developing and producing detailed reports. He serves as a very hands-on day-to-day ADA Access Specialist for many of the firm's largest projects.

Mr. Blakey has managed and worked extensively on all types of accessibility compliance projects for more than 100 clients ensuring that clients are meeting the Americans with Disabilities Act (ADA) Title II, Oregon Department of Transportation (ODOT) Public Rights-of-Way Guidelines, U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS), CCR Titles 19 and 24, Code of Federal Regulations (CFR) 28, Part 35 of the ADA, CFR 49, Part 27 of the 1973 Rehabilitation Act and other relevant access obligations.

In addition, Mr. Blakey has surveyed over 1300 facilities for access compliance issues. He has also served in the capacity of Expert Witness with regard to Mediation and Settlement Conference work. Mr. Blakey possesses personal disability knowledge as he combines his expertise in the field of ADA access with his daily observations and practical experience assisting an individual with disabilities – this combination provides a technical and real-world knowledge to his clients.

Previous and Current Clients:

Cities: Los Angeles, Vernon, Chowchilla, Emeryville, San Francisco, Salinas and, Richmond CA; Mesa, AZ

Counties: San Bernadino and Santa Barbara, CA

Higher Education: San Mateo Community College District; Cerritos Community College, University of California, Berkeley



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

JOSHUA KLIPP, CASp ADA Policy Specialist

Length of Time with Company: 3 years

Education: Doctor of Jurisprudence, Golden Gate University School of Law;
Bachelor of Science, Inter-Disciplinary Studies, Eastern Michigan University;
Web accessibility studies for persons with disabilities, Deque University

Professional Memberships/Registrations: Certified Access Specialist (CASp #812); State Bar of California (admitted 1999)



Experience: Mr. Klipp is SSA's ADA Policy Specialist. He is an attorney with 16 years of public sector experience specializing in the Americans with Disabilities Act (ADA), Title VII (Civil Rights Act of 1964) and the Family Medical Leave Act (FMLA). While working for the Federal Government he litigated hundreds of cases before the Equal Employment Opportunity Commission (EEOC) and managed each case from start to finish – from discovery, motions practice, settlement and mediation, and trial (including trial prep, briefing, examinations, opening and closing statements). In each role, Mr. Klipp evaluated any existing reasonable accommodations processes, and improved those through the development of flowcharts, forms, policies and procedures, as well as checklists. In addition to litigation, he was a top trainer on the ADA, FMLA, sexual harassment and how to conduct investigations.

Mr. Klipp also has five years of private sector experience where he developed, implemented and managed the reasonable accommodations process for a company of approximately 15,000 employees. He also designed and implemented the first accessibility initiative for the largest technology conference in the world and established that company's first employee resource group dedicated to persons with disabilities.

Previous and Current Clients:

Cities: Chowchilla and Vernon, CA

Counties: County of Santa Barbara, CA

Higher Education: San Mateo Community College District; University of California, Berkeley; Cerritos College



B. PROJECT MANAGEMENT AND STAFF QUALIFICATIONS

BRANDON GUYTON GIS / Database Specialist

Length of Time with Company: 4 years

Education: Bachelor of Arts in Environmental Science and Spanish, Willamette University, Salem, Oregon

Experience: Mr. Guyton is an Access Surveyor and GIS Technician with SSA. He brings a specialized professional expertise gained from similar related roles with California and Oregon public agencies and municipalities. Mr. Guyton's experience in accessibility draws on a multi-year history of developing geospatial databases, digitizing and generating Geographic Information System (GIS) databases of damaged sidewalks, curbs, and other road-related features to generate mapping of areas in need of improvement. He has curated the GIS database of FEMA floodway zones and generated maps for data visualization to demonstrate which parcels were in the floodway and which ones were not. Previously he utilized GPS equipment for locating and mapping water meters, water valves, and other related features and analyzed collected data in ArcGIS, as well as assisted in other technical tasks.



Previous and Current Clients:

Cities: Vernon, Ukiah, Chowchilla, & Salinas, CA; Mesa, AZ

Counties: County of Sacramento, CA

Higher Education: San Mateo Community College District; University of California, Berkeley

STEFAN VOGEL PRoW Specialist

Length of Time with Company: 4 years

Education: Bachelor of Science, Anthropology/Geography, Minor in Spanish, California Polytechnic State University, San Luis Obispo; Universidad Rey Juan Carlos, Madrid, Spain – Study Abroad

Experience: Mr. Vogel is an Access Surveyor and GIS Technician with SSA. His technical experience includes an internship in the Geographic Information Systems (GIS) Division of a central California municipality in which he collected, updated and analyzed GIS data, as well as created and updated city planning easements and downtown parking plans. Mr. Vogel has additional experience analyzing and manipulating spatial data and producing interactive GIS maps. He is also experienced with remote sensing in which he processed, classified, and analyzed digital images and created modified images that displayed the change in water cover over time. Mr. Vogel is also skilled at creating research design and methods for conducting a survey; analyzing responses of surveys using statistical software (SPSS) and presenting the results.



Previous and Current Clients:

Cities: Emeryville, Chowchilla, Vernon and Salinas, CA; Mesa, AZ

Counties: County of Sacramento; County of Santa Barbara, County of Humboldt and County of Alameda, CA

Higher Education: San Mateo Community College District; University of California, Berkeley; Cerritos College



City of Vernon, CA

ADA Self-Evaluation and Transition Plan

In collaboration with the City of Vernon, Sally Swanson Architects, Inc. (SSA) developed the ADA Transition Plan and Self-Evaluation for City facilities (including, but not limited to fire stations and parking lots), streets, intersections and sidewalks, etc. The services to be conducted include field investigations within the City's right-of-way that will provide the basis of identification, prioritizing, budgeting, and implementation of plans in order to assist the City in its efforts to comply with accessibility requirements as required by the Americans with Disabilities Act of 1990 and State of California Accessibility Requirements. Another major component included a review of all documents provided by the City, a comprehensive Self-Evaluation of policies, procedures and practices based on questionnaires tailored for each of the City's departments as well as interviews with each department's key staff.



Type of Project:	ADA Self-Evaluation ADA Transition Plan	Key SSA Staff:	Sally Swanson, Principal-in-Charge Ian Blakey, Project Manager, Joshua Klipp, Policy Specialist Shao Chen, Facilities Surveyor
Date of Project:	2019 - Present		
Project Cost Estimate:	\$140,000	Primary Contact:	Margarita Beltran 323-583-8811 Ext. 377
Actual Cost:	\$140,000		
Size:	5.2 sq. mi.	Entity Type:	Title II Entity

City of Chowchilla

ADA Self-Evaluation and Transition Plan

Sally Swanson Architects, Inc. (SSA) developed the ADA Transition Plan and Self-Evaluation for the City. The Transition Plan included evaluations of all City of buildings and parks. The Public Rights of Way evaluations included all curb ramps and city sidewalks. For the Self-Evaluation, subject specific surveys were disseminated amongst City departments in review of their policies, procedures and practices. SSA assisted in identifying the potential non-physical barriers that may result from these.



Location:	Chowchilla, CA	Actual Cost:	\$109,855
Type of Project:	ADA Self-Evaluation and Transition Plan	Client Contact:	Jason Rogers Public Works Director 559-665-8615 x300 jrogers@cityofchowchilla.org
Key SSA Staff:	Sally Swanson, Principal-in-Charge Ian Blakey, Project Manager Shao Chen, Survey Manager Brandon Guyton, GIS Specialist Josh Klipp, ADA Policy Specialist Stefan Voge, PRow Surveyor	Date of Project:	2019 - Ongoing
		Size:	11.13 sq. mi.
Project Cost Estimate:	\$109,855	Entity Type:	Title II Entity



City of Oakley, CA

ADA Transition Plan Self-Evaluation Plan

SSA developed the ADA Transition Plan and Self-Evaluation for the City. The Transition Plan included evaluations of all City of buildings and parks whereas the public rights-of-way was limited to elements along primary streets that included arterial and various collector streets. For the Self-Evaluation, subject specific surveys were disseminated amongst City departments in review of their policies, procedures and practices. SSA assisted in identifying the potential non-physical barriers that may result from these.

Location: Oakley, CA

Key SSA Staff:

Sally Swanson, Principal-in-Charge
Shao Chen, Project Manager

Type of Project: Citywide evaluation of physical and non-physical barriers for implementation planning

Reference:

Kevin Rohani, P.E.
Department of Public Works
Public Works Director/City Engineer
3231 Main Street, Oakley, CA 94561
650.595.7469; Rohani@ci.oakley.ca.us

Date of Project: 2017 - On-going

Project cost estimate: \$80,390

Size:

16.17 sq. mi.

Actual cost: \$80,390

Entity Type:

Title II Entity



City of Woodland, CA

ADA Transition Plan

Sally Swanson Architects, Inc. (SSA) completed a detailed survey of the City of Woodland facilities and programs and services. SSA developed an ADA Self-Evaluation and Transition Plan by identifying physical obstacles limiting the accessibility to the City's facilities for individuals with disabilities, as well as non-physical barriers within the City's programs and services. Field survey, for physical barriers, was conducted in accordance with the ADA Access Guidelines (ADAAG) and the current California Building Code (CBC). Non-physical barriers were collected via subject specific surveys that were disseminated amongst City departments in review of their programs and services. Survey responses were used to help identify potential non-physical barriers to access.

Client: City of Woodland, CA

Key SSA Staff:

Sally Swanson,
Principal-in-Charge
Shao Chen, Project Manager

Client Contact: Stephen Coyle,
Deputy Director of Community
Development
530-661-5910
Stephen.Coyle@cityofwoodland.org

Date of Project:

2017 -2020

Project cost estimate:

\$91,516.60

Type of Project: Evaluation of physical and non-physical barriers within City facilities, programs and services

Actual cost:

\$91,516.60

Size:

15.32 sq. mi.

Location: 300 First Street
Woodland, CA 95695

Entity Type:

Title II Entity





CLIENT BASE

Current: Vernon, Chowchilla, Richmond, Emeryville, Elk Grove, Oakley, Ukiah and Salinas, CA; UC Berkeley
Past: Sally Swanson Architects has completed Self-Evaluation and Transition Plans for over 30 Clients.

EXPERIENCE WITH MUNICIPALITIES SIMILAR IN SIZE TO MONTEBELLO

Vernon 5.2 sq mi 11.13 sq mi 16.17 sq mi 15.32 sq mi
Chowchilla **Oakley** **Woodland**

SAMPLE OF DATABASE PROGRAM (EXCEL)
Facilities

Facility No.	Facility Name	Item Name	Specific Item	As-Built Measurement	As-Built Description	Proposed Solution	ADAAG 2010	CBC 2007	CBC 2019	Quantity	Unit Type	Unit Cost (\$)	Total Solution Cost (\$)	Mitigated	Date of Mitigation	Project Name	Official Responsible
101	Senior Citizen Center	Accessible Parking	Minimum Number		At parking lot with 26-50 spaces, the number of accessible spaces is less than required by code: 2 spaces required.	Provide required accessible parking spaces with signs including a minimum of one van space.	206.2	Tbl. 11B-6	11B-208.2 Tbl. 11B-208.2	REF	REF		3144363				
101	Senior Citizen Center	Accessible Parking	Parking		International Symbol of Accessibility (IS" square, in white on blue) is not painted on the pavement near the rear end of the parking space (required in CA only).	Apply symbol on parking space pavement when altering area.	1129B.4	1129B.4	11B-502.6.4.1	2.00B	2.00B	120	3144363				
101	Senior Citizen Center	Accessible Parking	Parking Signage		No "Tow Away" sign at parking lot entrance (required in CA only).	Provide "Tow Away" sign at parking lot entrance, or visible from both accessible spaces when altering area.	1129B.4	1129B.4	11B-502.8.2	1.00B	1.00B	325	3144363				

Public Right-of Way

GIS ID	Measurement	Specific Item	Problem Description	Solution	QTY	Unit Cost (\$)	Total Solution Cost (\$)	ADA 2010	ADAAG	PROWAG	CBC 2007	CBC 2019	Activity	Severity	Priority	Special Request	Mitigated	Date of Mitigation	Project Name	Official Responsible
215	2.0-3.0%	Cross Slope (PAR)	The cross slope of the pedestrian access route exceeds the maximum required slope (1:48 max).	Modify existing route as necessary to not exceed the required 1:48 (2%) maximum cross slope.	266.25	120	31950.403.3	4.3.7	R302.6	R302.6	11338.7.1.3	11B-403.3	42	42.25	84.25					
42748	.66	Vertical Change	Vertical changes in level between 1/4" and 1/2" in the pedestrian access route are not beveled with a slope no steeper than 1:2.	Bevel vertical changes in level to not exceed 1/4" in height and have a slope not steeper than 1:2.	7.5		0.303.3	4.3.8, 4.5.2	R302.7.2	R302.7.2	11338.7.4	11B-303.3	42	42.25	84.25					

Self-Evaluation

City Name - Self-Evaluation Work Plan (Draft)

NO.	SUBJECT MATTER	RECOMMENDATION(S)	DATE ASSIGNED	ASSIGNEE(S)	MILESTONE(S)	DUE DATE	TRAINING (Y/N)	CITY NAME NOTE(S)
1	Printed Communications	Ensure that all City printed publications and notices inform readers that the publications are available in alternative formats, if needed, for persons with disabilities.						
2	Communication with People Who Are Deaf or Hard of Hearing	Update business cards and letterhead to indicate "711 the California Relay" and check to ensure that phone lines are accessible to people who are Deaf or hard of hearing.						
3	Software and Digital Communication	Establish and implement policy that all websites and electronic communications comply with current Web Content Accessibility Guidelines (WCAG 2.1 AA).						

CLAIMS STATEMENT

No past, present or anticipated claims against SSA for errors and omissions relative to municipal ADA projects over the last ten years.



SALLY SWANSON
ARCHITECTS, INC.

CITY OF MONTEBELLO
REQUEST FOR PROPOSAL (RFP)
AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION
AND TRANSITION PLAN
RFP No. 21-18
FOR
CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: March 31, 2021 at 5:00 PM

City of Montebello
Public Works Department
Attn: Albert Mendoza, PE, Deputy Director of Public Works
Email: amendoza@cityofmontebello.com
City Website: <https://cityofmontebello.com>

**REQUEST FOR PROPOSALS
TO DEVELOP A
AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN
FOR
THE CITY OF MONTEBELLO**

In order to be considered in the selection process, interested parties shall submit an electronic proposal via Email no later than **5:00 PM, March 31, 2021**:

Albert Mendoza, PE,
Deputy Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
E-mail: amendoza@cityofmontebello.com
T: (323) 887-1200, Ext.469

Late proposals will not be accepted.

All inquiries to this RFP must be submitted in writing via e-mail.

OVERVIEW

The City of Montebello (herein after referred to as "City") is seeking to enter into a professional services agreement with a qualified and experienced firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance of City facilities, programs, services, and communications. In this context, a City program will mean all City services, activities, employment practices and/or communications addressed by ADA regulations, in accordance with Section 504 of the Rehabilitation Act of 1973 (Section 504). The project will involve conducting a self-evaluation and the end product will be a formal ADA Transition Plan, including estimated costs for addressing barriers identified, that will be presented to the City Council for adoption.

Montebello is a City in Los Angeles County, located in the southwestern area of the San Gabriel Valley and is approximately 8 miles east of downtown Los Angeles. Within its 8.4 square mile radius, Montebello has approximately 62,500 residents.

The Americans with Disabilities Act (ADA) became Federal law on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. As such, Montebello is required to conduct a self-evaluation and an ADA Transition Plan, which identifies existing obstacles limiting accessibility and describes steps that are to be taken to ensure that facilities and elements within the public right of way are made accessible to all individuals.

SCOPE OF WORK

Upon acceptance of the successful response to this Request for Proposals (RFP), the selected firm will utilize the "Scope of Work" as part of the contract entered with the City. The selected firm will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

1. Identify City programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility;
2. Review City policies, practices, and procedures which govern the administration of City programs, activities, and services;
3. Provide a detailed outline of methods necessary to remove program accessibility barriers;

4. Conduct ADA compliance evaluation of City buildings and park and recreation facilities; and
5. Prepare the City's ADA Self Evaluation and Transition Plan.

The City will provide the successful bidder with previous assessments conducted by the City for reference purposes. The scope of services for this project shall include, but is not limited to, the following:

Task 1 – Oversee Development and Execution of Self Evaluation Report and ADA Transition Plan

- 1) The consultant shall develop a process, procedures, and forms needed to conduct the Self-Evaluation of the City's programs, activities, and services for ADA requirement compliance, including the compilation of the final Self Evaluation report.
 - a. Develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices; available information on accessibility, etc.
 - b. Review appropriate City plans, reports, and programs as well as meet with City staff to gain insight into the City's facilities and programs in order to identify issues, which may be discriminatory to people with disabilities. The review will also include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures, and emergency procedures.
 - c. Administer Barrier Assessment Surveys to collect information on each program and activity. Surveys should encourage staff to provide details regarding forms and methods used to advertise program or department activities and services, profile of current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed or have been provided in the past.
 - d. Based on Barrier Assessment Surveys and policy reviews, evaluate the effectiveness of existing ADA program services and provide recommendations where deficiencies are identified.
 - e. Summarize the data and findings in the Self Evaluation and ADA Transition Plan, including Barrier Assessment Surveys and Access Compliance Assessment Reports for City buildings, parks, programs, communications, open spaces, and public right-of-way as described in Task 2 and Task 3.
 - f. Meet with City staff at least three times, including a kick-off meeting, interim progress meeting, and a completion/close-out meeting. This will be in addition to any required site visits and City staff meetings deemed necessary by the consultant for self-evaluation investigations, document research, and presentation to the City Council.

Task 2 – Conduct Comprehensive Facility Surveys and Barrier Assessments

1) Buildings

- a. Identify which City buildings are subject to the requirements of the ADA, and develop Assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned parking garages and tenant occupied City-owned buildings, including but not limited to, common areas throughout such buildings.
- b. Conduct Barrier Assessment Surveys with field reviews of all public buildings in Montebello that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each facility that could limit accessibility and compare each facility to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:

1. Executive summary;
 2. As-build verifications as it relates to ADA access;
 3. Barrier description and severity rating to measure relative impact to access;
 4. Digital photograph(s) and documentation of each barrier;
 5. Reference drawings/maps showing the specific location of the barrier;
 6. Proposed solution(s) to eliminate the barrier; and
 7. Individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams for each building showing interior and exterior areas to be included in the ADA Transition Plan as appropriate, and provide a comprehensive report. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Attachment 2 for a list of City-owned building.

2) Parks, Recreation and Open Space

- a. Identify which parks, trails, outdoor facilities, and open spaces are subject to the requirements of the ADA, and develop Barrier Assessments Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all parks, trails, outdoor and indoor facilities, and open spaces in Montebello that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each park, trail, outdoor facility, and open space that could limit accessibility as identified in the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. Executive summary;
 2. As-build verifications as it relates to ADA access;
 3. Barrier description and severity rating to measure relative impact to access;
 4. Digital photograph(s) and documentation of each barrier;
 5. Reference drawings/maps showing the specific location of the barrier;
 6. Proposed solution(s) to eliminate the barrier; and
 7. Individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams showing areas to be included in the ADA Transition Plan as appropriate, for each park, trail, outdoor facility, and open space. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each Section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Attachment 3 for a list of parks and park facilities.

3) Public Right-of-Way

- a. Identify which public right-of-way, including but not limited to, crosswalks, pathways, sidewalk, and curb ramps, are subject to the requirements of the ADA, and develop Barrier Assessments Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all public rights-of-way in Montebello, as appropriate. The Surveys will identify physical barriers in public rights-of-way that could limit accessibility and compare these areas to the draft Public Rights of Way Guideline (PROWAG) from the U.S. Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), California Code of Regulations/Title 24, State Title 24 Building Code, and the Federal ADA Accessibility Guidelines (ADAAG).

- i. Based on the Barrier Assessment Surveys, develop Access Compliance assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. Executive summary;
 2. As-built verifications as it relates to ADA access;
 3. Barrier description and severity rating to measure relative impact to access;
 4. Digital photograph(s) and documentation of each barrier;
 5. Reference drawings/maps showing the specific location of the barrier;
 6. Proposed solution(s) to eliminate the barrier; and
 7. Individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams showing all areas to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public rights-of way. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

4) City Programs and Services

- a. Identify which programs and services including but not limited to classes, workshops, meetings, and events, are subject to the requirements of the ADA, and develop Barrier Assessments Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all City programs and services, as appropriate. The Surveys will identify barriers in City Programs and services that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. Executive summary;
 2. Barrier description and severity rating to measure relative impact to access;
 3. Reference drawings/maps showing the specific location of the barrier;
 4. Proposed solution(s) to eliminate the barrier; and
 5. Individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop drawings/diagrams showing all programs and services to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical access or other access to individuals with disabilities to City programs and Services. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

5) City Communications and Webpages

- a. Identify which City communication and webpages including but not limited to, sign-up forms, registration forms, and website formatting, are subject to the requirements of the ADA, and develop Barrier Assessments Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys and review all City communications and webpages, as appropriate. The Surveys will identify barriers in City communications and webpages that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. Executive summary;
 2. Barrier description and severity rating to measure relative impact to access;
 3. Reference drawings/maps showing the specific location of the barrier;
 4. Proposed solution(s) to eliminate the barrier; and
 5. Individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop drawings/diagrams showing all

communications and applicable webpages to be included in the ADA Transition Plan. The consultant shall summarize the ACARs and identify issues that may limit physical access or other access to individuals with disabilities to City Communications and Webpages. The Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

Task 3 – Comprehensive ADA Self Evaluation and Transition Plan

1. Develop a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and City staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including but not limited to, the following:
 - a. methodology for the self-evaluation of existing barriers to accessibility including how to remove them;
 - b. Summary of finding of the self-evaluation and facilities, policies, programs, and practices;
 - c. recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
 - d. cost estimates of remediation measures;
 - e. implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - f. procedures and forms for monitoring implementation;
 - g. procedures for periodically reviewing and updating the ADA Transition Plan;
 - h. procedures and forms for performing evaluations of additional barriers;
 - i. procedures and forms for filing Requests for Accommodation;
 - j. list of references and contact information for ADA and accessibility related resources; and
 - k. identification of the official(s) who will be responsible for implementation of the plan.
2. Present the draft ADA Transition Plan, and subsequently, the final proposed ADA Transition Plan and findings to City staff.
3. Finalize the ADA Transition Plan and present the finding to the City Council.
4. Provide six (6) bound copies of the final Self-Evaluation Report and ADA Transition Plan to the
 - a. Provide editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps and drawings associated with the Self-Evaluation Report and the ADA Transition Plan shall be delivered to the City and become the property of the City.
5. Both the Self-Evaluation Report and the ADA Transition Plan shall be completed within nine (9) to twelve (12) months from the Notice to Proceed.

Summary of Deliverables

The following list includes, but is not limited to, all anticipated deliverables required to complete the project and is reflected in Appendix B (Cost Sheet):

1. Self-Evaluation process recommendations including proposed procedures and forms
2. Draft Barrier Assessment Surveys for all City Buildings, Park and Recreation Facilities, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
3. Final Barrier Assessment Surveys for all City Buildings, Parks and Recreation Facilities, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
4. Draft Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats

5. Final Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats
6. Draft Self Evaluation Report submitted in hard-copy and electronic formats
7. Final Self Evaluation Report submitted in hard-copy and electronic formats
8. Public meeting agendas and minutes, as appropriate
9. Draft "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats
10. Final "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats
11. Consultant shall attend at least two City Council meetings, at the request of City staff, to present the "Self Evaluation Report and ADA Transition Plan" for review and adoption
12. Projects meetings with City staff, as needed.

The City shall have the authority to prioritize projects on the final Transition Plan based on which sites get the most foot-traffic.

Please refer to Attachments 2 thru 4 – City of Montebello ADA Transition Plan lists of building, parks and recreation facilities, and maps as you develop your proposal.

ANTICIPATED SCHEDULE

▪ Release of RFP	March 4, 2021
▪ Deadline for Questions	March 17, 2021 at 5:00 PM
▪ City response to questions	March 23, 2021
▪ Proposal due date	March 31, 2021 at 5:00 PM
▪ Conduct interview(s)	April 2021 (As-Needed)
▪ Anticipated award date	May 2021
▪ Anticipated start date	June 2021

QUESTIONS

This request is issued for the City by the Public Works Department. All questions regarding this Request for Proposals shall be directed to the contact person listed below by phone or email, and answers will be forwarded to all firms at the discretion of the City. The contact information is as follows:

City of Montebello Public Works Department
Albert Mendoza, PE
Deputy Director of Public Works
Tel: (323) 887-1200 Ext. 469, Email: amendoza@cityofmontebello.com

CONSULTANT SELECTION

The City will select a consultant to provide the services pursuant to this Request for Proposals based on the evaluation of the proposals, interview process (if required), and references. The City, however, reserves the right to award contracts without consultant visits, interviews, or further discussion or negotiations. Therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be without discussion or negotiation with any consultant. Selection is based on a determination of the consultant(s) deemed most qualified to provide the services outlined in this request, but not limited, to the following criteria:

The proposals will be evaluated on a 100-point grading system based on the following:

- Responsiveness to this request, understanding the scope of work, overall quality and completeness. (20 points)
- The relative allocation of resources, in terms of quality, quantity, to key tasks including the time and skills of personnel assigned to the tasks and firm's approach to managing resources and project output. Education and experience of proposed personnel, competence, experience, performance, solvency and responsiveness. (20 points)
- Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)
- Demonstrated success in project similar to the one described in this RFP. Include References and performance records on similar assignments. (20 points)
- The professional reputation of the firm, and satisfaction of current and/or prior clients. (20 points)

REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Proposals shall not exceed 25 pages in length, and shall include the following information:

- Cover Letter: Not to exceed 2 pages (not counted as part of 25 page limit).
- Table of Contents (not counted as part of 25 page limit).

A. Scope of Work: The Consultant shall include in its proposal a detailed scope of work demonstrating the firm's experience providing local jurisdictions with ADA Self-Evaluation and Transition Plans. Experience in developing similar plans for other similar regional agencies, municipalities, agencies, and other governmental or nongovernmental agencies should be highlighted. Include a description of the firm and a statement of the firm's qualifications for performing the requested consulting services and understanding of the process to undertake such complex projects and complete it in compliance with all applicable rules, regulations, standards and requirements.

B. Project Management and Staff Qualifications:

- 1) Describe the plans for accomplishing the required work. Include a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services by the preferred completion date. Include the management approach to the work, location where work will be done, responsibilities for coordination of work with City, and lines of communication needed to maintain required contact. Provide a detailed outline of the firm's current client list and ability to provide timely services.
- 2) Describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task of the overall project. Availability and involvement of team members holding Certification as Certified Access Specialist shall be clearly indicated. Information submitted for each professional shall minimally include:

- a) education, training, and years of practice for ADA compliance work and plan development in the State of California;
- b) information on the number of projects for audit and transition plan development for municipalities; and
- c) explanations of knowledge of, and experience with, California Title 24 Regulations and Americans with Disabilities Accessibility Guidelines (ADAAG).

C. Company Qualifications and Reference: Describe your firm's familiarity with public sector ADA Self Evaluations, Transition Plans, and specific experience with the requirements of municipalities. The proposal must describe the nature and outcome of projects previously conducted by the firm that are related to the work described within the RFP. A description of at least three relevant projects of similar scope or complexity completed by the firm within the past five (5) years shall be included, as applicable. Include photographs and a textual description of the firm's specific role in the project. Identify key personnel who participated in each project and describe their roles. Provide the completed cost of each project and the estimated cost prior to contracting. Provide a current reference for each of the projects described. This should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. These references should be willing to discuss your work and/or performance.

If a sub-consultant is proposed, two to three similar qualifications and references should be provided for the sub-consultant. Up to two samples of the firm's work on closely related projects can also be included with the proposal, if available.

Identify your existing client base including the number of projects that have already gone through the ADA Self Evaluation Transition Plan or are currently under way. Indicate any experience with municipalities similar in size to Montebello.

Include a sample of the database program that your firm would use for tracking of remediation work.

Provide submitted or potential claims against you or your firm for errors and omissions relative to municipal ADA projects over the last ten years.

D. Fee Proposal: Applicants are required to submit a separate email for the Fee Proposal, including all positions expected to provide services during the term of the Contract. This Fee Proposal shall be in a separate email marked as "CITY OF MONTEBELLO - AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN - RFP NO. 21-18 – Fee Proposal." The Fee proposal must include fee and man-hour estimates broken down per task, deliverables and identify all key employees and/or sub consultants.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

GENERAL TERMS AND CONDITIONS

Attachment 1 contains a copy of the anticipated contract the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment 1 (or their objections to specific parts of Attachment 1) as a mechanism to expedite the contract negotiation process.

ATTACHMENT 1 – City Standard/Sample Professional Services Agreement

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2020**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide _____ services in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire _____ from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to _____ extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice

of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01

covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior

to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Name and Title of Department Head _____
_____ Department
City of Montebello
1600 West Beverly Boulevard

Montebello, California 90640

E-mail: _____

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

CONTRACTOR

Rene Bobadilla
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"

**Request for Proposals
TO DEVELOP A
AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN
Services**

Exhibit “B”
Schedule of Compensation

ATTACHMENT 2 – List of City-owned building

BUILDING FACILITIES

LOCATION	ADDRESS	SIZE	YEAR BUILT
CITY HALL	1600 W. BEVERLY BLVD.	40,250 SQ. FT.	1963
POLICE DEPARTMENT	1600 W. BEVERLY BLVD.	64,064 SQ. FT.	1994
FIRE STATION	600 N. MONTEBELLO BLVD.	9,120 SQ. FT.	1964
FIRE STATION 56	1166 S. GREENWOOD AVE.	10,000 SQ. FT.	1991
FIRE STATION 55	2950 VIA ACOSTA	3,500 SQ. FT.	1951
TRANSIT OFFICE	400 S. TAYLOR AVE.	15,000 SQ. FT.	1996
TRANSIT FACILITIES /PW Yard	311 S. GREENWOOD AVE.	9,500 SQ. FT. (WAREHOUSE) 13,950 SQ. FT. (GARAGE)	1968

ATTACHMENT 3 – List of Parks and Recreation Facilities

MAJOR PARK FACILITIES

LOCATION	ADDRESS	SIZE	YEAR BUILT
SR. CENTER	115 S TAYLOR AVE.	15,077 SQ. FT.	1930 (NORTH) 1997 (SOUTH)
YOUTH CENTER & GYM	236 S TAYLOR AVE.	15,000 SQ. FT.	1997
CITY PARK POOL	1300 W. OLYMPIC BLVD.		1932 (ORIGINAL) 2001 (REMODEL/ADDITION)
CITY PARK BANDSHELL	1300 W. OLYMPIC BLVD.	1,600 SQ. FT.	1958
GRANT REA PARK BARN	600 N REA DR.	2,040 SQ. FT.	1960
GRANT REA PARK BATTING CAGES	600 N REA DR.	1,564 SQ. FT.	1960
GRANT REA PARK REC CENTER	600 N REA DR.	1,750 SQ. FT.	1960
REGGIE RODRIGUEZ PARK COMMUNITY CENTER	200 W. MINES AVE.	5,300 SQ. FT.	2002
RECREATION OFFICE	1700 W. VICTORIA AVE.	6,300 SQ. FT.	1975
SANCHEZ ADOBE MUSEUM	946 N. ADOBE AVE.	7,720 SQ. FT.	1845
HOLIFIELD COMM. CENTER/LIBRARY	1060 S. GREENWOOD AVE.	1,800 SQ. FT.	1960
HOLIFIELD PARK POOL	1060 S. GREENWOOD AVE.	1,086 SQ. FT.	1970
POTRERO HEIGHTS PARK COMMUNITY CENTER	8051 ARROYO DR.		1976
ASHIYA PARK	2700 W. BEVERLY BLVD.		NO FACILITIES OTHER THAN RESTROOM- LISTED AS 1970
PORTABLE CLASSROOMS	CHILD CARE SITES	1,440 SQ. FT., 1,440 SQ. FT.	1994

OTHER PARKS

LOCATION	ADDRESS
HENRY ACUNA PARK	1700 W. VICTORIA AVE.
TAYLOR RANCH PARK	737 N. MONTEBELLO BLVD.
ASHIYA PARK	2700 W. BEVERLY BLVD.
GRANT REA PARK	600 N REA DR.
POTRERO HEIGHTS PARK	8051 ARROYO DR.
REGGIE RODRIGUEZ PARK	200 W. MINES AVE.
CHET HOLIFIELD PARK	1060 S. GREENWOOD AVE.
BICKNELL PARK	850 VIA SAN CLEMENTE
SANCHEZ ADOBE PARK	946 N. ADOBE AVE.
MONTEBELLO CITY PARK	1301 W, WHITTIER BLVD.
NORTHRIDGE- MINI PARK	150 E. ARROYO DR.
DUTCHER TOT LOT PARK	N. GARFIELD AVE



ADDENDUM NO. 1

AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN RFP No. 21-18

IN THE CITY OF MONTEBELLO, CALIFORNIA

This addendum forms a part of the Request for Proposals (RFP) and modifies the original RFP, as noted below. Portions of the RFP, not specifically mentioned in the Addendum, remain in force.

1. Pre-Proposal Questions and Responses from City:

Q. How many miles of sidewalks are in the City?

A. Approximately 240 miles.

Q. How many miles of trails?

A. Not Available.

Q. How many curb ramps, pedestrian signals, and transit stops need to be surveyed?

A. Approximately 1,400 curb ramps, 80 traffic signals, and approximately 170 transit stops.

Q. Is there a GIS component as part of the final deliverable?

A. Yes, City will require the Consultant to provide electronic files, usually referred to as shapefiles or feature layers, for addition to the City's Geographic Information Systems. Files are to be used at the discretion of the City with no fee associated with its use.

Q. How many one-way miles of roadway does the City have?

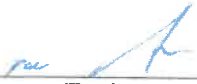
A. Approximately 120 miles.

Q. Does the City have floor plans, or similar for each facility that the consultant can use as reference drawings in reports?

A. Yes, the City will provide available floor plans to the selected consultant. Please note, not all floor plans may be available.

Q. Can you provide clarification on the webpage assessment scope of work? Is the City asking for a Section 508 assessment and report, or a website audit?

A. Both, a Section 508 assessment and report as well as a website audit.


James Enriquez, P.E. Date
Director of Public Works

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO.1 AND ACCEPT THE
AFOREMENTIONED.

Date

Print Name, Signature

Exhibit “B”
Schedule of Compensation



SALLY SWANSON
ARCHITECTS, INC.

D

FEE PROPOSAL

CITY OF MONTEBELLO - AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN - REP NO. 21-18 - FEE PROPOSAL - SALLY SWANSON ARCHITECTS, INC. (SSA)

Tasks		Sally Swanson Architects, Inc.										ODC's				Total
Task #	Task Description	Principal-in-Charge	Project Manager	Policy Specialist	Facility Specialist	GIS/Database Specialist	Technical Staff	PRoW Surveyor	Admin Staff	Total Hours	Total Labor Costs	Other Direct Costs			Total Fee	
												Car (\$325/Week)	Car (\$65/Day)	Meals & Incidental (\$21/Day)		
1. Oversee Development and Execution of Self-Evaluation Report and ADA Transition Plan																
a.	Administration, Management & Coordination		8						8	16	\$1,920.00				\$1,920.00	
b.	Develop a Process, Procedures and Forms		2	2	2	2	2			8	\$1,140.00				\$1,140.00	
c.	Attend Kick-Off Interim Progress and Completion Meetings	2	8	2	2	2	2			16	\$2,680.00				\$2,680.00	
d.	Present Draft and Final Transition Plan to the City Staff		2	2	2	2	2			6	\$960.00				\$960.00	
	Subtotal:	2	20	6	6	4	0	0	8	46	\$6,700.00	\$0.00	\$0.00	\$0.00	\$6,700.00	
2. Conduct Comprehensive Facility Surveys and Barrier Assessments																
2.1. Buildings																
a.	Inventory Review		1		4					5	\$625.00				\$625.00	
b.	Facility Diagrams		1		4					45	\$3,025.00				\$3,025.00	
c.	Physical Surveys of City Buildings per RFP Attachment 2		1		80		40			81	\$8,985.00	\$650.00		\$210.00	\$9,845.00	
d.	Draft Buildings Access Compliance Assessment Reports		1		8		40			49	\$3,465.00				\$3,465.00	
e.	Final Buildings Access Compliance Assessment Reports		1		4		8			13	\$1,105.00				\$1,105.00	
	Subtotal:	0	5	0	100	0	88	0	0	193	\$17,205.00	\$650.00	\$0.00	\$210.00	\$18,065.00	
2.2. Parks, Recreation and Open Space																
a.	Inventory Review		1		4					5	\$625.00				\$625.00	
b.	Facility Diagrams		1		4					45	\$3,025.00				\$3,025.00	
c.	Physical Surveys of City Parks, Recreation and Open Space per RFP Attachment 3		1		120		40			121	\$13,385.00	\$975.00		\$315.00	\$14,675.00	
d.	Draft Parks, Recreation and Open Space Access Compliance Assessment Reports		1		8		40			49	\$3,465.00				\$3,465.00	
e.	Final Parks, Recreation and Open Space Access Compliance Assessment Reports		1		4		8			13	\$1,105.00				\$1,105.00	
	Subtotal:	0	5	0	140	0	88	0	0	233	\$21,605.00	\$975.00	\$0.00	\$315.00	\$22,895.00	
2.3. Public Right-of-Way (PRoW)																
a.	Inventory Review		1		4					9	\$905.00				\$905.00	
b.	Physical Surveys of City PRoW (240 Miles Sidewalks, 1,400 CFS, 80 Traffic Signals & 170 Transit Stops)		1		120		40		680	689	\$41,705.00	\$5,525.00		\$1,785.00	\$49,015.00	
c.	Draft Public Right-of-Way Access Compliance Assessment Reports		1		8		120			129	\$8,105.00				\$8,105.00	
d.	Final Public Right-of-Way Access Compliance Assessment Reports		1		4		24			29	\$1,985.00				\$1,985.00	
	Subtotal:	0	4	0	0	28	144	680	0	866	\$52,700.00	\$5,525.00	\$0.00	\$1,785.00	\$60,010.00	
2.4. City Programs and Services																
a.	Identify Programs and Services and Associated Policies and Procedures		1	8						9	\$1,665.00				\$1,665.00	
b.	Selecting Key Personnel Including Orientation Meeting		1	4						5	\$925.00				\$925.00	
c.	Staff Surveys Including Questionnaires		1	8						9	\$1,665.00				\$1,665.00	
d.	Draft Programmatic Survey Reports		1	64						65	\$12,025.00				\$12,025.00	
e.	Final Programmatic Survey Reports		1	16						17	\$3,145.00				\$3,145.00	
	Subtotal:	0	5	100	0	0	0	0	0	105	\$19,425.00	\$0.00	\$0.00	\$0.00	\$19,425.00	
2.5. City Communication and Websites																
a.	Identify Communication and Websites and Associated Forms and Website Formatting		1	4						5	\$925.00				\$925.00	
b.	Evaluate City's Communications and Websites		1	4						5	\$925.00				\$925.00	
c.	Draft Communication and Websites Survey Reports		1	8						9	\$1,665.00				\$1,665.00	
d.	Final Communication and Websites Survey Reports		1	4						5	\$925.00				\$925.00	
	Subtotal:	0	4	20	0	0	0	0	0	24	\$4,440.00	\$0.00	\$0.00	\$0.00	\$4,440.00	
3. Comprehensive ADA Self Evaluation and Transition Plan																
a.	Draft ADA Self-Evaluation & Transition Plan	1	2	8	8		120			139	\$10,145.00				\$10,145.00	
b.	Final ADA Self-Evaluation & Transition Plan with Executive Summary	1	2	4	4		24			35	\$3,205.00				\$3,205.00	
c.	Draft Database in Excel or City Approved Software and ArcGIS Map		1			80				81	\$7,385.00				\$7,385.00	
d.	Final Database in Excel or City Approved Software and ArcGIS Map		1			24				25	\$2,345.00				\$2,345.00	
e.	Provide Six (6) Bound Copies of Final Self-Evaluation Report and ADA Transition Plan		1			8				9	\$665.00				\$665.00	
f.	Editable Electronic Copies of Final Documents in Both Microsoft Word and PDF Formats		1			8				9	\$665.00				\$665.00	
	Subtotal:	2	8	12	12	104	160	0	0	298	\$24,410.00	\$0.00	\$0.00	\$0.00	\$24,410.00	
4. Public Outreach/Meetings																
a.	Administration Including Presentation & Materials		2	8	8					18	\$2,730.00				\$2,730.00	
b.	Public Outreach Online Meeting No.1		2	2	2		2			8	\$1,140.00				\$1,140.00	
c.	Public Outreach Online Meeting No.2		2	2	2		2			8	\$1,140.00				\$1,140.00	
d.	Presentation to the City Council	2	2	2	2					8	\$1,390.00				\$1,390.00	
	Subtotal:	2	8	14	14	4	0	0	0	42	\$6,400.00	\$0.00	\$0.00	\$0.00	\$6,400.00	
5. Training (**At No Cost to The City***)																
a.	On-line Training on Applicable Code, Inspection, Report & Database		2	6	6	6				20	\$0.00				\$0.00	
	Subtotal:	0	2	6	6	6	0	0	0	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Grand Total:	6	61	158	278	145	480	680	8	1917	\$152,895.00	\$7,150.00	\$0.00	\$2,310.00	\$162,345.00	

Notes: 1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the City of Montebello.
2. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged to the City of Montebello without prior written consent by the City.
3. Sally Swanson Architects, Inc. (SSA) referred to Attachments 2 through 4 – City of Montebello ADA Transition Plan lists of building, parks and recreation facilities, and maps to develop its proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Angela Borg PHONE (A/C, No, Ext): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
License#: 6003745 SALLSWA-02	INSURER(S) AFFORDING COVERAGE
INSURED Sally Swanson Architects, Inc. 500 Sansome St, Ste 410 San Francisco CA 94111	INSURER A: XL Specialty Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: Sentinel Insurance Company INSURER D: HARTFORD INSURANCE COMPANY INSURER E: INSURER F:
	NAIC # 37885 22357 11000 38288

COVERAGES

CERTIFICATE NUMBER: 1982916921

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	57SBWBN2358	5/8/2021	5/8/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	57UEGGB0193	5/8/2021	5/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000	Y	Y	57SBWBN2358	5/8/2021	5/8/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGGD6783	5/8/2021	5/8/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			DPR9978184	6/2/2021	6/2/2022	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

RE: All Operations of the Named Insured

City of Montebello, its officers, employees, agents and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Borg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

BUSINESS LIABILITY COVERAGE FORM

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F, Optional Additional Insured Coverages.

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a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

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6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57WEGGD6783

Effective Date: 05/08/2021

Named Insured and Address: Sally Swanson Architects, Inc.
500 Sansome St, Ste 410
San Francisco, CA 94111

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.

5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000 Each Accident
--------------------------------------	--------------------------------

Bodily Injury by Disease	\$500,000 Policy Limit
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Bodily Injury by Disease	\$500,000 Each Employee
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OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

C. Schedule of Covered States:

CA

Angela Borg

Countersigned by _____

Authorized Representative

SELF-EVALUATION AND TRANSITION PLAN

Please follow the link below to view the plan. This document is 13,000+ pages and may take a few minutes to download.

[Attachment B - ADA Self Evaluation and Transition Plan.pdf](#)



ITEM # 16

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4195 WITH CITIBOT FOR ARTIFICIAL INTELLIGENCE (AI) CUSTOMER SUPPORT SERVICES**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4195 to Citibot in an amount not-to-exceed Thirty-Two Thousand Dollars (\$32,000) in year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) in year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) the year three;
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed cost of Citibot services under the proposed agreement (Attachment A) is \$85,900 over the initial three (3) year term: Thirty Two Thousand (\$32,000) for year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) for year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) for year three (Attachment B). The first-year cost includes a one-time implementation fee and an integration fee to tailor the Artificial Intelligence (AI) chatbot features into the "My Montebello" application ("app") software. There will be no cost for these two items for this agreement's second and third years. The Fiscal Year 2024-25 budget will incorporate the first year expenses of this agreement, with subsequent budgets including the appropriate funding.

BACKGROUND/DISCUSSION:

The City of Montebello is committed to leveraging technology to improve the delivery of services and enhance the overall experience for residents. In 2023 alone, the City's social media platforms saw a combined 3.9 million impressions and received approximately 114,200 engagements. The City's website, www.montebelloca.gov, has extensive visitors, the "My Montebello" app received approximately 7,866 individual requests for service, and City staff interfaced with an average of 200-300 phone calls per business day for general City-service inquiries.

With an increasing demand for immediate access to information and services, there is a pressing need for the City to invest in innovative solutions that meet the evolving expectations of the community. As the Department strives to meet these needs, staff have researched innovative solutions that offer convenience, accessibility, and efficiency to residents' requests and inquiries.

Citibot's services offer an opportunity for the City of Montebello to modernize its communication infrastructure and elevate service delivery. Citibot offers a full-service, generative AI chat solution package featuring the development, implementation and ongoing maintenance of their integrated services for municipalities. These services include a custom Web Chat icon that will represent the chatbot that can be tailored to answer resident inquiries and requests for service by utilizing generative AI that pulls information strictly from the City's website and a limited number of other government websites and other sources as approved by the Public Affairs Division. As part of this interactive service, the chatbot will also be able to communicate in more than 70 different languages, ensuring that language barriers do not hinder residents' ability to access information or communicate with the City.

In addition to its website services, Citibot's generative AI will also integrate with the City of Montebello's app, "My Montebello," and social media platforms. These services will further expand the availability of the City's resources to residents and business owners. Another crucial feature of this agreement will be the implementation of SMS text messaging as another communication tool for information and resource sharing. Questions regarding city services, work orders and other City functions will be answered by Citibot's generative AI services by searching the City's website and other clearly identified sources for this information. By opting-in to SMS messaging, residents can easily connect with the City and receive periodic notices and updates about upcoming City services, programs and/or public meetings.

If the generative AI service is unable to locate information that a resident is requesting, they will be directed to speak with a City of Montebello staff member directly via a phone number that will be provided in all formats that Citibot's generative AI chat solutions apply to.

Citibot will also set up an analytic dashboard for the City. The analytic dashboard will capture all questions and requests for services regardless of the time of day and log them internally. This information will be stored in a secured cloud storage system indefinitely or as per state Freedom of Information Act Requirements mandate. City staff will have

the ability to readily access this data and create user-friendly reports that showcase this information to continue making informed decisions on how best to serve our community members.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City desires to acquire and provide the services of a Generative AI solution for the City's website, "My Montebello" app social media platforms and that would have an SMS text capability to enhance the City's digital infrastructure and citizen services. In addition to reviewing the capability and features of Citibot, staff evaluated five (5) alternative services, comparing their features, capabilities, and suitability for the City's needs. After a comprehensive assessment, it was determined that two (2) of the alternatives did not meet some of the integration requirements and that the other three (3) alternatives either did not offer the technology to support the robust needs of the City including lack of ability to integrate into the My Montebello App and/or could not offer SMS features.

At the forefront of Citibot's implementation is its ability to serve as a 24/7 virtual assistant, providing residents with instant access to information about City services, events, regulations, initiatives, public meetings and more. By offering personalized responses and a user-friendly interface, Citibot enhances accessibility and fosters greater engagement between the City and its residents. Additionally, Citibot streamlines service delivery by automating routine inquiries and processes, thereby freeing up staff time and resources to focus on other tasks to improve overall efficiency in the delivery of City services.

In recognition of the importance of social media in modern communication, Citibot can be seamlessly integrated with Montebello's social media platforms, including Facebook, X, and Instagram. This integration enables residents to interact with Citibot directly through their preferred social media channels, further expanding access to information and services. By leveraging social media, the City can enhance its online presence and provide residents with another avenue for civic engagement.

Citibot's translation features further enhance accessibility for residents with limited English proficiency or non-English-speaking backgrounds. By offering multi-language support, Citibot ensures that language barriers do not hinder residents' ability to access information or communicate with the city. This inclusive approach promotes equity and ensures that all members of the Montebello community can engage with city services effectively.

In addition to City website and social media interactions, residents will have the option to text in questions, work order requests, and more through SMS messaging. This convenient communication channel offers an alternative method for residents to engage with Citibot and access city services.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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SUMMARY:

Staff recommends that the City Council approve Professional Services Agreement No. 4195 with Citibot for three years for the implementation, integration, and customization of an AI chatbot service tailored to the City of Montebello's website, social media platforms and "My Montebello" app in an amount not-to -exceed \$85,900 over the initial three (3) term of service; and authorize the City Manager to execute the Agreement on the City's behalf (attached hereto in substantial form, Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr No. 4195 - Citibot
2. Attachment B - Citibot_Proposal_Montebello_social media

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4195
WITH CITIBOT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **MAY 8, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CITIBOT (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide generative artificial intelligence (AI) services for the CITY as part of a three (3) year contract; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to establish generative artificial intelligence (AI) services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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as set forth in **Exhibit “B”** and incorporated fully herein by this reference (“Compensation”), in an amount not to exceed Thirty-Two Thousand dollars (\$32,000) the first calendar year, Twenty-Five Thousand Three Hundred Dollars (\$25,300) the second calendar year, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) the third calendar year. The CONSULTANT shall provide an itemized billing statement to the CITY for Professional Services performed on an annual basis. The CONSULTANT shall not incur fees or costs which exceed the Compensation without prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written “Notice to Proceed” (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY’s applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-

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refundable” costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System (“CalPERS”) annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS

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annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@cityofmontebello.com

With a copy to: City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant: Citibot
Attn: Bratton Riley, Co-Founder & CEO
65 Gadsden St. Charleston, SC 29401
(843) 324-6167
Email: bratton@citibot.io

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes

of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CITIBOT

Raul Alvarez, City Manager

Bratton Riley, Co-Founder + CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work

EXHIBIT “A”

Scope of Work

Exhibit “B”

Schedule of Compensation



The Citibot Communication Platform provides AI-based chat solutions for residents and their governments for efficient and timely communication. Using text messaging (SMS) and web chat technology, the Citibot Communication Platform automates customer service and increases citizen engagement — building relationships of trust between Montebello and its residents.



Citibot Communication Platform

- **Interactive Web Chat**

- Automated, fully integrated web assistant that interacts with web visitors, providing a conversational customer service experience through the Montebello website
 - Residents can submit a service request, ask a question, find information, and send a direct message into staff workflow 24/7
- 

Implementation

- Citibot Installation: Citibot to provide and activate Citibot phone number, install Citibot products via the cloud, set up the cloud storage, and facilitate training with Montebello staff.
 - CRM Integration: If requested, Citibot can integrate into the City CRM or Service request Management System
- 

Reporting & Analytics

- Citibot to set up a Citibot Analytic Dashboard for Montebello to use as a real-time decision-making tool. As questions come in and issues are reported, Citibot analytics store the information, aggregate the information, and display the data in a user-friendly format.
 - The data is stored in a secured cloud storage system indefinitely or as per state Freedom of Information Act Requirements mandate.
 - Client to receive monthly reports via email from Citibot staff.
- 

Marketing Services

- Onboarding packet includes Web Chat icon design, graphic design and copy for social campaign outreach for initial launch
- Press release for client to distribute announcing partnership and new service for residents
- Continued digital marketing support post-launch, including social media content and design

Other Ongoing Services

- Includes post-installation maintenance, hosting, support, integration management and software as a service (SaaS) management

Pricing	Year 1	Year 2	Year 3
Implementation Fees	\$5,000	\$0	\$0
Integration: Tyler MyCivic	\$6,000	\$0	\$0
Annual Subscription - Web Chat	\$8,000	\$8,750	\$9,500
Annual Subscription - Multi-Language Translation	\$2,000	\$2,300	\$2,600
Annual Subscription SMS Chat	\$4,000	\$4,750	\$5,500
Annual Subscription-Facebook MGR Chat	\$4,000	\$4,750	\$5,500
Annual Subscription - Instagram Chat	\$4,000	\$4,750	\$5,500
Total Annual Costs	\$32,000	\$25,300	\$28,600



ITEM # 17

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Nelly Ochoa, Deputy City Clerk

**SUBJECT: FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2476 TO
ADD CHAPTER 2.91 FOR ELECTRONIC AND PAPERLESS FILING OF
FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN
DISCLOSURE STATEMENTS**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a First Reading and Introduction of Ordinance No. 2476 (Attachment A) to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements for all City of Montebello elected and appointed officials, City Council candidates, campaign committee, and designated City staff; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The contract amount for the NetFile system is \$11,300 per year for up to five years. Funds will be included in the proposed Budget for Fiscal Year 2024-25. The FPPC requires a fee of \$1,000 to register as an electronic filing agency. However, NetFile has agreed to pay this cost on behalf of the City. No budget amendment is needed for FY 2023-24.

BACKGROUND/DISCUSSION:

The City Clerk is the local filing officer for the City of Montebello and is responsible for receiving, reviewing, and storing campaign disclosure information, as well as making it accessible to the public. Currently, elected and appointed officials, City Council candidates, campaign committee, and designated City staff may file their statements in

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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hard copy form only, with an original signature per FPPC regulations.

To provide a more efficient process, the City will acquire NetFile. This electronic/paperless filing system accommodates online filing of several types of FPPC forms, including Form 460, 470, 496, 497, and meets the requirements of the California Secretary of State. In order for the City of Montebello to accept electronically filed statements, the City Council will need to adopt an ordinance (Attachment A) approving the use of an online or electronic filing system, which shall include the legislative finding that the online or electronic system will operate securely and effectively and will not unduly burden filers.

NetFile will also be utilized for electronic/paperless filing for all Statement of Economic Interest (Form 700) and ethics training for elected officials, staff, and appointed commissioners as identified in Government Code 87200 and the City's Conflict of Interest Code. Adoption of an ordinance is not required for the use of an electronic filing system for Form 700s or ethics training.

Additionally, the City will utilize NetFile's Boards and Commissions module, which is an end-to-end management system that includes the following features: public portal; electronic application process and workflow; tracking of Oaths of Office; automatically creates Maddy Act lists, board rosters, and recruitment notices; auto-generated communications; support and training. This module will also integrate with Statements of Economic Interest (Form 700) and AB1234 Ethics Training modules, which eliminates repetitive manual entries.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Political Reform Act recognizes campaigns that spend or raise more than \$2,000 as "Controlled Committees." Under the Act, these committees are obligated to file detailed campaign finance statements, also known as Fair Political Practices Commission (FPPC) Form 460s.

Pursuant to Government Code Section 84615, local agencies may require electronic filing of FPPC disclosure statements. To increase efficiency and facilitate compliance with state law and FPPC regulations, the City looked to retain a system for the electronic filing of economic and financial disclosure statements for all required filers in the Montebello organization. In addition, to increase efficiency, electronic filing will eliminate the need for wet signatures and redaction of statements posted online and will automatically post a redacted version of each filing online upon submission of the electronic filing.

If approved, all committee filers will be required to submit their statutory filings through the automated system, and paper filings will no longer be accepted. However, to support the City's efforts toward diversity, equity, and inclusion, the City Clerk as the City's filing officer, will have the right to accept a paper filing in lieu of an electronic filing at the City

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Clerk's discretion under certain circumstances, and to accommodate an Americans with Disabilities Act (ADA) request. Examples of exceptions may include limited access to an electronic device or internet connection.

In order for the City of Montebello to accept electronically filed statements, the City Council must adopt an ordinance (Attachment A) approving the use of an online or electronic filing system, which shall include the legislative finding that the online or electronic system will operate securely and effectively and will not unduly burden filers. In terms of security, the NetFile system is a web-based, vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at two separate locations, creating the essential safety measures and redundancy that allow for the recovery of information in the event of an emergency or disaster.

Implementation of the NetFile system will promote transparency and convenience for committees, individuals, and the public. It provides 24-hour filing and viewing accessibility of campaign finance information from any computer, anywhere. In certain instances, the NetFile system will also increase the accuracy of filed campaign statements by prohibiting any filings that may have inadvertently omitted information required under the Political Reform Act. To ensure a smooth transition, NetFile and the City Clerk's Office will offer extensive training to all filers. There are currently 180 cities and 32 counties in California that are electronically filing Campaign Disclosure Statements through NetFile.

Statement of Economic Interests (Form 700)

The City Clerk is responsible for the annual filing of Form 700s by 87200 Filers (City Council, City Manager, City Attorney, City Treasurer, and Planning Commission) and designated City staff, boards, commissions, and consultants. Form 700s occasionally need amendments or are submitted incomplete or without appropriate schedules attached. With the transition to electronic filing of campaign disclosure statements, staff recommends all future reports and other documents filed on behalf of Statement of Economic Interest filers be filed electronically. The Form 700 electronic filing system incorporates an initial review process that alerts the filer of errors at the time they enter their information, thereby eliminating the need for the City Clerk to request amendments. There are currently 249 cities and 51 counties in California using electronic filing systems for Form 700 filings.

Ethics Training

Assembly Bill 1234 (2006) requires local public officials to complete two hours of ethics training every two years. The ethics training is to educate public officials on ethical standards required of any individual who works in local government. In September 2023, the FPPC announced it would cease to offer free ethics training through its online website as of December 31, 2023, due to a lack of funding for this service from the legislature. To meet the AB1234 requirement, the City has added this service to the NetFile agreement, allowing public officials identified in the City's Conflict of Interest Code and Code 87200 Filers to access the training on demand. Individuals required to take the ethics training will have access to the portal and e-file their certificate upon completion. The NetFile system not only offers the AB1234 training, but it also electronically automates the entire process unlike the previous FPPC system which only offered the

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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training portion and was a paper-based process.

The Form 700 and ethics training components of NetFile do not require an Ordinance and are simply an internal procedural change.

SUMMARY:

Staff recommends that the City Council conduct a first reading and introduce Ordinance No. 2476 to add Chapter 2.91, "Electronic and Paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements," to Title 2 "Administration and Personnel," of the Montebello Municipal Code.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2476 , Add Chapter 2.91 for Electronic and Paperless Filing of FPPC
2. Attachment B - Agr No. 4201, Netfile

NEXT STEPS:

N/A

ORDINANCE NO. 2476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING CHAPTER 2.91, "ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS TO TITLE 2, "ADMINISTRATION AND PERSONNEL." OF THE MONTEBELLO MUNICIPAL CODE

WHEREAS, Government Code Section 84615 currently provides that a local agency may adopt an ordinance to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act (commencing with Section 84100 of the Government Code), except an elected officer, candidate, committee, or other person who receives contributions totaling less than \$2,000 and who makes expenditures totaling less than \$2,000 in a calendar year, to file those statements, reports, or other documents online or electronically with the local filing officer; and

WHEREAS, the City has entered into an agreement with NetFile, Inc., a vendor approved by the California Secretary of State, to provide an online electronic filing system ("System") for the California Fair Political Practices Commission (FPPC) campaign disclosure statements; and

WHEREAS, the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings; and

WHEREAS, the City of Montebello desires to add Chapter 2.91 "Electronic and Paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements", to Title 2, "Administration and Personnel", of the Montebello Municipal Code to require and implement this electronic filing procedure.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS. The City Council of the City of Montebello finds and determines as follows:

- A. California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk; and
- B. the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; and
- C. the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and
- D. the System will be available free of charge to filers and to the public for viewing filings.

SECTION 2. ADD CHAPTER 2.91. The Montebello Municipal Code Title 2, is amended by adding Chapter 2.91 "Electronic and Paperless Filing of Fair Political Practice Commission (FPPC) Campaign Disclosure Statements" to read as follows:

**CHAPTER 2.91
ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICE
COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS**

2.91.010 Definitions

2.91.020 Electronic Filing of Campaign Disclosure Statements

2.91.010 – DEFINITIONS

For purposes of this Chapter, the following terms have the following meanings:

- A. "Candidate" shall mean a candidate, as that phrase is defined in Section 82007 of the Government Code, as may be amended from time to time, for any City elective office for any general, special or recall election.
- B. "Committee" has the meaning set forth in Section 82013 of the Government Code, as may be amended from time to time.
- C. "Contribution" has the meaning set forth in Section 82015 of the Government Code, as may be amended from time to time.
- D. "Electronic filing system" shall mean the electronic online filing and data storage system provided for by the City Clerk for campaign statements, reports, forms,

or other documents filed pursuant to Government Code Section 81000 et seq., as may be amended from time to time.

- E. "Person" has the meaning set forth in Section 82047 of the Government Code, as may be amended from time to time.
- F. "Statements" shall mean any statements, reports, forms, or other documents required by Government Code Title 9, Chapter 4 (Sections 84100 et seq.), as may be amended from time to time.

2.91.020 – ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS

- A. Any elected officer, candidate, commission, committee, or other person required to file campaign disclosure statements, reports, forms or other documents required by Government Code Title 9, Chapter 4 (Campaign Disclosure) (Sections 84100 et seq.) shall file those statements, reports, or other documents online or electronically with the electronic filing system unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer, candidate, or committee or person receives less than \$2,000 in contributions and makes less than \$2,000 in expenditures in a calendar year.
- B. In any instance in which an original statement, report, or other document required by Government Code Title 9, Chapter 4 (Campaign Disclosure) (Sections 84100 et seq.) must be filed with the California Secretary of State and a duplicate or copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.
- C. The electronic filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.
- D. The electronic filing system shall only accept a filing in standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.
- E. The electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.
- F. Any elected officer, candidate, committee or person who has electronically filed a statement required by Section 2.91.010(b) using the electronic filing system

is not required to file a duplicate copy of that document in paper format with the City Clerk.

- G. The City Clerk shall issue an electronic confirmation that notifies the filer that the statement was received, the notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a statement filed online shall be the day that it is received by the City Clerk.
- H. If the electronic filing system is not capable of accepting a statement due to technical difficulties, an elected officer, candidate, or committee or other person shall timely file that statement required by Section 2.55.010(b) in paper format with the City Clerk, unless otherwise directed by the City Clerk.
- I. The electronic filing system shall enable electronic filers to complete and submit statements or other filings free of charge.
- J. The electronic filing system shall make all the data filed pursuant to Section 2.55.010(b) available on the City's webpage in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the City's webpage shall be redacted to remove the street name and building number of the persons or entity representatives listed or any bank account number required to be disclosed by the filer.
- K. The City Clerk's office shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each statement filed on the electronic filing system pursuant to Section 2.91.010(b), which shall serve as the official version of that record for purpose of audits and any other legal purpose.
- L. The City Clerk is authorized to adopt such administrative policies and procedures as deemed necessary by the City Clerk to implement this Chapter 2.91.

SECTION 3. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 22nd day of May 2024.

Scarlet Peralta, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 8th day of May 2024 and was adopted by the City Council of the City of Montebello at its meeting held on the 22nd day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4201
WITH NETFILE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 22, 2024** ("Effective Date"), by and between the City of Montebello, a California municipal corporation (the "CITY") and Netfile (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONSULTANT to provide electronic and paperless filing services of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements for the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Netfile services as set forth fully in the proposal, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

PROFESSIONAL SERVICES AGREEMENT NO. 4201

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c. The CONSULTANT shall be compensated for the performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed for a total not-to-exceed \$11,300. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire five (5) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (1), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of

PROFESSIONAL SERVICES AGREEMENT NO. 4201

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such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the

PROFESSIONAL SERVICES AGREEMENT NO. 4201

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termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees, or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be

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cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

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- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall

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be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebelloca.gov

With a copy to: City of Montebello – Administration
Attn: Kimberly Guillen, Senior Deputy City Clerk
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext. 359
Email: kguillen@montebelloca.gov

If to Consultant: Netfile
Attn: Tom Diebert, Vice President
2707-A Aurora Rd.
Mariposa, CA 95338
(209) 742-4100
diebert@netfile.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The

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CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Raul Alvarez, City Manager

Tom Diebert, Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A - Contractor's Proposal
- Exhibit B – Scope of Work

EXHIBIT “A”

Contractor’s Proposal



2707-A Aurora Ct
Mariposa, CA 95338
Phone (209) 742-4100

SERVICE AGREEMENT

USER INFORMATION	USER NAME City of Montebello			USER NAME – BILL TO SAME		
	ADDRESS 1600 W Beverly Blvd			ADDRESS		
	CITY Montebello	STATE CA	ZIP 90640	CITY	STATE	ZIP
	PRIMARY CONTACT Nelly Ochoa		PHONE # (323) 887-1200	AP CONTACT		PO #
	EMAIL neochoa@netfilegov.com		FAX	AP EMAIL		AP PHONE #

System	Cost per System
Form 700 E-Filing & Admin System (140 filers)	\$3,100/year (includes multi-system discount & conf special)
Campaign E-Filing & Admin System (all filers)	\$3,300/year (includes multi-system discount & conf special)
Ethics Training Add-on (30 people)	\$1,400/year (includes multi-system discount & conf special)
Boards & Commissions (6 Boards & Commissions)	\$3,500/year (includes multi-system & introductory discounts)
Total for all Systems:	\$11,300/year guaranteed up to 5 years
System setup and start date: immediately	Billing dates: Year 1 (7/1/24 – 6/30/25)
NetFile to provide free service through 6/30/24	Year 2 (7/1/25 – 6/30/26)
Billing is made on the 1 st of July every year in	Year 3 (7/1/26 – 6/30/27)
advance of service year with net 30 days terms	Year 4 (7/1/27 – 6/30/28)
	Year 5 (7/1/28 – 6/30/29)
Main Features of NetFile Systems	
-Hosted platform provided by NetFile	- Kiosk mode to view unredacted filings in User's office
-24/7/365 access for filers and public to use	- Unlimited support and training to User
-Admin application to manage filers and filings	- E-mail based support to filers
-Filer application for filers to create and file filings	- Includes AB1234 Ethics Training & Tracking
-Public viewing portal	- NetFile pays for initial FPCC Paperless application fee.
-Automates Board/commission application process	- Auto creates Maddy Act Lists

AUTHORIZATION	USER AGREES TO PAY NETFILE FOR SERVICES IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS STARTING ON THE DATE IDENTIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON NETFILE UNTIL SIGNED BY BOTH PARTIES.	
	COMPANY	NetFile, Inc.
	AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE <i>Tom Diebert</i>
	PRINT NAME	PRINT NAME Tom Diebert
	TITLE	TITLE Vice President
	DATE	DATE 4/25/2024

Service Agreement Terms and Conditions

1. This Agreement provides to User a hosted electronic filing and administration system developed and maintained by NetFile. The system permits people authorized by User to electronically file their respective FPPC forms, take their required AB1234 Ethics training, and/or apply for a Board, Commission, or Committee. The FPPC forms that are electronically filed are dependent upon which system(s) that User agrees to pay for. If the User agrees to pay for the Form 700 E-Filing System, their filers will be able to create and electronically file FPPC Form 700 statements. If the User agrees to pay for the Campaign E-Filing System, their filers will be able to create and electronically file their Campaign Statements. If the User agrees to pay for the AB1234 Ethics Training system, their people will be able to take their required AB1234 Ethics Training. If the User agrees to pay for the Boards, Commissions, & Committees system, the User can utilize NetFile's automated management system for the Users Boards, Commissions, and Committees. All systems are covered by NetFile's unlimited support and training policy. All NetFile systems come with a public viewing portal that automatically displays FPPC filings online in redacted form and if applicable view all the User's Boards, Commissions, and Committees. The Form 700 E-filing system meets the requirements of AB 2062 for paperless filing in CA. The Campaign E-Filing system meets the requirements of AB2452 for paperless filing in CA. The Campaign and Form 700 systems allow for paper filed documents to be stored as an unredacted document and uploaded (when redacted by User) to view on the public portal. NetFile pays for User's initial \$1,000 FPPC Form 700 application fee.
2. It is the responsibility of NetFile to securely store User data and maintain backups using industry best practices. All data created by User or User's filers is the property of the User. All applications and their source code are the property of NetFile. It is the responsibility of NetFile to provide secure and safe system access for both User and the User's filers using industry best practices. NetFile's systems are guaranteed to have 99% uptime. Any planned maintenance of NetFile systems will be communicated at least a week in advance.
3. NetFile warrants and represents that it is the owner of or has acquired the rights to use (including derivative rights) the software, technology or otherwise that is required to provide all related materials and services set forth in this Service Agreement, without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such third-party rights by NetFile.
4. NetFile further warrants that (i) the NetFile servers will be free of any Harmful Code (as defined below), and (ii) NetFile will not interfere with or disrupt User or the User's filers use of the System. The term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and "worms." NetFile agrees to implement reasonable procedures adequate to prevent any software, link or code provided to User hereunder from being contaminated with Harmful Code. If NetFile learns of or suspects the existence of any Harmful Code, NetFile will immediately notify User and make every effort to remove the Harmful Code.
5. NetFile shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers. NetFile shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. NetFile understands and agrees that violation of this clause shall be considered a material breach of the Service Agreement and may result in Service Agreement termination.
6. Subject to the limitations set forth in Section 7 below, NetFile agrees to indemnify, protect, defend, and hold harmless the User, and its employees and filers from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from NetFile's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the Services by NetFile, its agents, subcontractors and/or assigns under this Service Agreement.
7. The maximum liability to the User by NetFile and its licensors, if any, under this Service Agreement, or arising out of any claim by the User related to NetFile's services, products, equipment or software for direct damages, whether in contract, tort or otherwise, shall be limited to the total amount of fees received during the last 12 months by NetFile from the User hereunder up to the time the cause of action giving rise to such liability occurred. In no event shall NetFile or its licensors be liable to the User for any indirect, incidental, consequential, or special damages related to the use of NetFile's services, products, equipment or software or NetFile's failure to perform its obligations under this agreement, even if advised of the possibility of such damages, regardless of whether NetFile or its licensors are negligent. Provided, however, that for any peril or exposure insured against under the insurance required, the limits of liability to the User by NetFile shall not be less than the amount of applicable, valid, and collectible insurance set forth in this Agreement.
8. During the term of this Service Agreement, NetFile shall purchase and maintain in full force and effect, at no cost to User insurance policies with respect to employees assigned to the performance of services under this Service Agreement with coverage amounts as follows: Commercial General Liability Insurance of \$2,000,000 each occurrence, \$4,000,000 general aggregate, \$1,000,000 personal injury; Cyber Liability Insurance (\$2,000,000), Workers' Compensation Insurance of (\$1,000,000) policy limit Illness/Injury by disease, and (\$1,000,000) for each Accident/Bodily Injury.
9. NetFile and its employees, agents and representatives will not, without the prior written consent of User in each instance, use in advertising, publicity or otherwise the name of User or any affiliate of User, or any officer or employee of User, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, agreement or simulation thereof owned by User or its affiliates, nor represent, directly or indirectly, that any product or service provided by NetFile has been approved or endorsed by User, nor refer to the existence of this Service Agreement in press releases, advertising or materials distributed to prospective customers. Notwithstanding the foregoing, NetFile may acknowledge, when asked, that the User is a NetFile client.
10. Either User or NetFile may terminate this Service Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, NetFile shall discontinue further services as of the effective date of termination, and User shall pay NetFile for all Services satisfactorily performed up to such date. Upon termination, NetFile will provide a copy of all data created by User within 10 working days of effective termination date.
11. User accepts any and all liability resulting from the placement of documents scanned by the User that are made available on the Internet for public viewing through the services of NetFile. In no event does NetFile accept liability created by any document scanned into the system by the User.
12. Except as otherwise indicated herein, this Agreement will commence on the start date and remain in effect throughout the Term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a quarterly or annual basis unless User provides NetFile with written notice of its intent to cancel. Any extension will be billed in the same manner as set forth herein.
13. This Agreement shall be governed in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of said state. This Agreement contains the entire agreement and understanding of the parties with respect to Service, Maintenance and Support. There are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or also embodied in any attached agreement. Any and all prior discussions, negotiations, commitments and understandings relating to Service, Maintenance or Support are merged herein.

EXHIBIT “B”

Scope of Work

Scope Description

The scope of this project consists of replacing the City of Montebello's current paper-based systems for Campaign Disclosure Filings, Statement of Economic Interests Form 700 filings, and Boards, Commissions, and Committees application process. In addition, this project will automate the AB1234 Ethics Training for its people who are required to take the training course. The NetFile hosted system has 3 main applications (Public viewing portal, admin, and filer) and covers all Campaign Disclosure filers, 140 Form 700 filers, 6 Boards, Commissions, and Committees and all their members, and 30 people who are required to take AB1234 Ethics training. All systems include unlimited training, support, and maintenance at no additional cost.

Scope Definition

The following scope of the project includes:

Campaign System Project Management

Initial Project Planning – 1 day

- Send over onboarding detailed information via e-mail

System Setup

- NetFile to send City ordinance and justification from another City – 1 day
- City to create campaign ordinance to allow for electronic filing of campaign statements – depends on when City can get ordinance set for City Council approval (usually 30 to 60 days)
- City to provide pdfs of all campaign filings for the last 2 years – depends on City (usually 1 week)
- NetFile to upload above filings into admin system – 1 week
- City to provide NetFile City letterhead – 1 day

Admin Training – initial (3 hours approx.) plus unlimited refresher training

- Adding filers
- Explain the system process for apply group deadlines to filers
- Explain how filers tied to elections get displayed on the public portal
- Detailed training in Communications (Comms) platform
- Explain how filers link to the admin system through the free filer application

Individual Filer Training – approximately 1 hour

- Filers using the free campaign filing system can request filer application training
- This is optional for the filer
- Filer requests the training at the filer login screen
- NetFile schedules an individual training session with filer via Teams or Zoom

Public Portal Set Up -1 week

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours

- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help

SEI Form 700 System Project Management

Initial Project Planning – 1 day

- Send over onboarding detailed information via e-mail

System Setup

- NetFile to send City upload template to populate filers into the admin system – 1 day
- City to fill out and send back upload template to NetFile – depends on City (usually 1 week)
- NetFile to upload filers into system – 3 days
- NetFile to send City FPPC application to apply for electronic filing of the Form 700 – 1 day
- City to send NetFile their conflict of interest code – depends on City (usually 1 week)
- City to e-mail FPPC application to FPPC and cc NetFile on – depends on City (usually 1 week)
- NetFile to Fedex \$1,000 check to FPPC to pay for initial application fee – 1 day from above

Admin Training – initial (2 hours approx.) plus unlimited refresher training

- Adding filers/assuming office deadlines/leaving office deadlines
- Explain the system process for apply group deadlines to filers
- Detailed training in Communications (Comms) platform
- Explain how filers link to the admin system through the free filer application

Filer Training – not required

- City can request Zoom or Team based group filer training at no additional cost
- NetFile system does not require a filer to be trained to navigate system
- NetFile has built in filer tutorials that change on every screen of the system

Public Portal Set Up -1 week

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours
- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help

AB1234 Ethics Training System Project Management

Initial Project Planning – 1 day

- Send over onboarding detailed information via e-mail

System Setup

- City to send list of people who need to take training along with their last certificate training date – depends on City (usually 1 week)

- NetFile to add filer info into system – 3 days

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Admin Training – initial (30 minutes) plus unlimited refresher training

- Adding person's assuming office Ethics deadlines
- Detailed training in Communications (Comms) platform
- Explain how filers link to the admin system through the free filer application

Filer Training – not required

- City can request Zoom or Team based group filer training at no additional cost
- NetFile system does not require a filer to be trained to navigate system
- NetFile has built in onscreen documentation to assist person taking the training

Public Portal Set Up -1 week

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours
- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help

Boards, Commissions, Committees System Project Management

Project Management – 1 day

- Initial Planning Meeting

Review project requirements and timeline.

- Onboarding Worksheet (to be completed by customer prior to initial planning meeting or during initial meeting)

The worksheet includes board information, such as SEI requirements, terms, term limits (what constitutes a full term. e.g. 75% or more), Oaths of Office requirements, etc.

Onboard Test Data – 1 day

Training - 1 day

Training on the use of the BAC system, including administration and public sites. Supporting documents will be provided prior to the day of the training, which will include BAC User Guide and Test Plan.

Test System - TBD

The customer can decide how long they would like to work in the test system prior to going live.

Onboarding Live Data - 1 day (current board data)

The customer is required to sign off on data prior to going live.

Application Creation – 1 day

Public Portal Set Up – Immediate once live

Contingency

Additional project time to account for unforeseen tasks or time necessary to complete in scope requirements.

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours
- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help



ITEM # 18

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3848 WITH ADS ON THE MOVE, LLC TO PROVIDE TURNKEY ADVERTISING SERVICES FOR THE MONTEBELLO BUS LINES ADVERTISING PROGRAM

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3848 with Ads On The Move, LLC, a subsidiary corporation under Media Management Consultant Services, for an additional one-year (1) term, to provide the City of Montebello with turnkey advertising services for Montebello Bus Lines' (MBL) advertising program; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Minimum Annual Guarantee (MAG) is the City's guaranteed payment based on the projected annual advertising revenue and the revenue percentage breakdown of advertising revenue to be received by Ads On The Move and the City in accordance with Agreement No. 3848. Ads On The Move estimates that all advertising campaigns will generate \$90,000 to \$110,000 in annual revenue during the 1-year term. The MAG guarantees the City a favorable amount of revenue if the realized advertising revenue is low; whereby the City will receive 55% of the MAG amount for the year.

The recommended action does not require a budget amendment. The Fiscal Year 2024-25 budget will be developed to incorporate the shared revenue and associated expenses

per Agreement No. 3848 with Ads On The Move.

BACKGROUND/DISCUSSION:

The City operates MBL with a fleet of 66 buses to provide transportation services to residents of Montebello and the surrounding communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Monterey Park, Pico Rivera, Rosemead, San Marino, South Gate, and Whittier. On January 11, 2021, the City entered into Agreement No. 3848 (Attachment A) with Ads On The Move, to assist the City manage the sale, placement, removal, and disposal of all advertising products on City owned and operated assets. The initial term of the Agreement was for three (3) years (ending January 10, 2024), with the option to exercise up to two (2), 1-year term extensions.

Ads On The Move has provided the City with exceptional service performance through a turnkey system that maintains visual eye-catching advertisements on MBLs fleet of 66 buses. Over the past three years, Ads On The Move has generated an average annual revenue of over \$80,000 for the City, by providing an advertising resource to local retail stores, schools, and businesses; bringing awareness of products and services being offered within our communities. To avoid service disruptions, Ads On The Move has continued providing advertising services since January in accordance with the existing terms of Agreement No. 3848.

It is recommended that the City Council consider approving Amendment No. 1 to Agreement No. 3848 (Attachment B), for an additional 1-year term to formalize both parties' rights. Amendment No. 1 will exercise the option to extend the agreement for an additional 1-year term, from January 11, 2024, to January 10, 2025, and ensure the continuity of service for MBLs advertising program.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Amendment No. 1 to Agreement No. 3848 with Ads On The Move, attached hereto in substantial form, for an additional 1-year term, to provide the City with turnkey advertising services for MBL's advertising program; authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3848 with Ads On The Move
2. Attachment B – Proposed Amendment No. 1 to Agreement No. 3848

NEXT STEPS:

N/A

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3848
BY AND BETWEEN
CITY OF MONTEBELLO
AND
ADS ON THE MOVE, LLC

THIS AGREEMENT ("Agreement") is made and entered into on January 11, 2021, by the City of Montebello, a municipal corporation (hereinafter referred to as "CITY") and Ads On the Move LLC, a subsidiary Corporation (hereinafter referred to as "CONSULTANT") under Media Management Consultants Services. CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to assist CITY in managing the sales, placement, safe removal and disposal of all advertising products on CITY owned and operated assets.; and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, on or about December 23, 2020, Media Management Consultants Service created a subsidiary corporation known as Ads On the Move, LLC (State File No. 202035010167), under the same leadership, staff, experience, training, education, and expertise of Media Management Consultant Services, with the intent to assume the duties and obligations under this Agreement and RFP No. 20-16; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONSULTANT responded to CITY's Request for Proposals dated August 13, 2020 (RFP No. 20-16), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal"); and

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONSULTANT shall remit to CITY a monthly fee based on a percentage of the minimum annual guarantee ("Monthly Fee"). The minimum annual guarantee is estimated to be 33% of the projected annual revenue ("Minimum Annual Guarantee Amount"). The Monthly Fee shall be calculated by splitting the Minimum Annual Guarantee Amount between the CONSULTANT and CITY –whereby CITY will receive 50% of the Minimum Annual Guarantee Amount for Year One and 55% for Year 2 and Year 3. CITY may conduct an annual review and audit to verify that the CONSULTANT has met agreed upon terms of this Agreement.

D. The Monthly Fee shall be calculated at the end of each calendar month of the Term. CONSULTANT shall pay to CITY the Monthly Fee within fifteen (15) days after (i) the end of each calendar month. The Monthly Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on CITY owned/operated assets and (iii) detailing the Monthly Advertising Revenue. CITY shall review such statements and notify CONSULTANT within ten (10) business days of any disputed CITY payment amounts.

SECTION 2. TERM.

This Agreement shall commence on _____, 2021 and shall expire in three (3) years, on _____, 2023, unless terminated sooner as provided in Section 7 herein.

Thereafter, this Agreement may be extended for a maximum of two years, two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

C. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONSULTANT shall have the right to retain, subject to CITY's written approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONSULTANT. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been

duly authorized in writing by the CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONSULTANT during the Term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT's subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule,

regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the

State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

- **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that

the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law

or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

With a copy to: City of Montebello
 Attn: Young-Gi Kim Harabedian, Director of Transportation
 400 South Taylor Avenue
 Montebello, CA 90640
 (323) 558 -1625 x 101
 (323) 887- 4643 (Fax)
 YKimHarabedian@cityofmontebello.com

If to CONTRACTOR: Ads On the Move
 (Subsidiary of Media Management Consultants Corp.)
 Jose Luis Padilla, CEO
 3301 Barham Boulevard Ste. 400
 Los Angeles, CA 90068

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub consultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed

by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

City of Montebello
("AGENCY")



René Bobadilla, City Manager

Date:

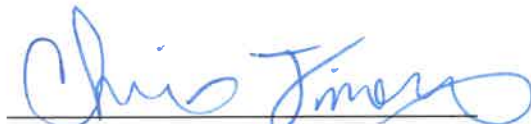
Ads On the Move, LLC
("CONTRACTOR")



Jose Luis Padilla, CEO

Date: 1/26/21

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO AGREEMENT NO. 3848
WITH ADS ON THE MOVE, LLC.**

This Amendment No. 1 to Agreement No. 3848 ("**Amendment No. 1**") is made and entered into as of the 8th day of May, 2024 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Ads On The Move, LLC, Inc., a subsidiary corporation under Media Management Consultant Services, a duly organized and existing under the law of the State of California, ("**Consultant**"). City and Consultant are sometimes hereinafter referred to collectively as the "Parties"

RECITALS

WHEREAS, **City** and **Consultant** are Parties to that certain Agreement No. 3848 to assist the **City** in managing the sales, placement, safe removal and disposal of all advertising products on City owned and operated assets with an "Effective Date" of January 11, 2021 ("Agreement"), pursuant to which **City** contracted with **Consultant** to provide services as defined in the Agreement; and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, desire to amend the Agreement to extend the consulting services for one (1) additional year on the same conditions set forth in the Agreement and as otherwise provided herein.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of Agreement from January 11, 2024, to

AMENDMENT NO. 1 TO AGREEMENT NO. 3848

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January 10, 2025; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3848 to assist the City in managing the sales, placement, safe removal and disposal of all advertising products on City owned and operated assets as of the day and year first above written.

(the "CITY")

CITY OF MONTEBELLO, a California
municipal corporation

By: _____
Raul Alvarez, City Manager

(the "CONSULTANT")

ADS ON THE MOVE, LLC

By: _____
Jose Luis Padilla, CEO

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney



ITEM # 19

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: **APPROVE INCREASING THE NOT-TO-EXCEED AMOUNT OF THE BLANKET PURCHASE ORDERS WITH WAYNE ELECTRIC COMPANY AND RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PURCHASE VARIOUS BUS PARTS/EQUIPMENT**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a change order to increase the total not-to-exceed amount, from \$49,000 to \$59,000, for a blanket purchase order established with Wayne Electric Company (Wayne Electric) to purchase maintenance-related bus parts, for Fiscal Year 2023-24; and
2. Approve a change order to increase the total not-to-exceed-amount, from \$49,500 to \$59,500, for a blanket established with Rush Truck Centers of California, Inc. (Rush Trucking), to purchase maintenance-related bus parts, for FY 2023-24; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Adequate funds for both blanket purchase orders and the requested increases are included in the FY 2023-24 Transit Budget: Transit Corporate Shop – Vehicle Maintenance/Expenses Bus Parts, Account No. 600-90-915-6080.50. Therefore, a budget amended is not required as part of the recommended actions. Table 1 below outlines the fiscal impacts of the recommended actions:

Table 1: Fiscal Impacts

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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Vendor	P.O Number	Previously Approved Amount	Proposed Increase	Expense Account	New Amount
Wayne Electric	2024-295	\$49,000	\$10,000	600-90-915-6080.50	\$59,000
Rush Trucking	2024-309	\$49,500	\$10,000	600-90-915-6080.50	\$59,500

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66) buses that require regular maintenance to ensure superior transportation service is provided to the City and surrounding communities. MBL utilizes suppliers to provide a wide variety of replacement parts that are essential for enabling prompt repairs and maintenance to uphold the fleet's performance. The most efficient and cost-effective way to purchase replacement bus parts is to establish a blanket PO with the primary companies that supply the maintenance-related bus parts. The items purchased include, but are not limited to:

- **Wayne Electric**: alternators, air conditioning compressors and toggle switches.
- **Rush Trucking**: HVAC parts, engine and emission parts, engine cooling parts and transmissions.

To streamline the procurement of replacement bus parts in the most efficient and cost-effective manner, the City adheres to the Montebello Municipal Code (MMC), Section 3.20.090, which mandates staff to conduct an informal bid process, soliciting a minimum of three bids for supplies and equipment purchases under fifty thousand dollars (\$50,000). In FY 2023-24, staff executed this process to establish blanket POs with Wayne Electric (Attachment A) and with Rush Trucking (Attachment B).

These POs were established for a total not-to-exceed amount of \$49,000 and \$49,500, respectively. Although both blanket POs have been utilized, there remains a continuing need for additional parts, justifying an increase in the respective amounts to provide sufficient funding for the remainder of FY 2023-24. Table 2 illustrates the amount expended, the remaining balance, and the anticipated expenditures for the remainder of the fiscal year:

Table 2: Expenditures and Anticipated Funds

Vendor	Expensed Amount	Funds Remaining	Total FY 2023-2024 Funds Anticipated
Wayne Electric	\$48,013.95	\$750.67	\$59,000
Rush Trucking	\$48,249.33	\$1,486.05	\$59,500
		Total Citywide	\$118,000.00

Section 3.20 et seq., of the MMC requires City Council approval for purchases of \$50,000 or greater from a single vendor. The change order to increase the amounts for both

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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blanket POs established with Wayne Electric and Rush Trucking will bring the citywide total above this approval threshold and thus, requires City Council approval.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve a change order to increase the total not-to-exceed amount, from \$49,000 to \$59,000, for a blanket purchase order established with Wayne Electric, to purchase maintenance-related bus parts; approve a change order to increase the total-not-to-exceed amount, from \$49,500 to \$59,500, for a blanket PO established with Rush Trucking, to purchase maintenance-related bus parts; and direct staff to take such additional, related action that may be desirable. A budget amendment is not necessary since sufficient funding exists in the Transit Corporate Shop, Account No. 600-90-915-6080.50.

ATTACHMENT(S)

1. Attachment A – Wayne Electric Company – Cover Letter
2. Attachment B – Rush Truck Centers of California, Inc. – Cover Letter

NEXT STEPS:

N/A



CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **Wayne Electric Company**
1560 West Anaheim Street
Long Beach, CA 90813-2644

Vendor No. **25860**

Item(s) Being Purchased/Services: **FY 23-24 Blanket PO Bus Parts**

Reason for Purchase: **Bus parts**

Purchase Requestor: **Matt Lightner**

Signature: _____

Supplies: **\$49,000** Service: **\$**

Account Number: 600-90-915-6080.50

Total Amount of Purchase: **\$49,000**

Shipping Cost: **\$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1 st Bid/Quote:	\$4,307.18	Wayne Electric	Quote	9/8/23
2 nd Bid/Quote:	\$4,404.57	Ebay	Internet	8/3/23
3 rd Bid/Quote:	\$4,404.57	Rare Electrical	Internet	9/8/23

☐ Check here if purchase is sole source; "Sole Source Declaration" form must be attached.

Other Notes: Allocation amounts and quotes were reviewed and approved by Maintenance-Parts Division.

Purchase Order Input By: _____
Matt Lightner

Date: _____

Division Approval: _____
Oscar Espinoza

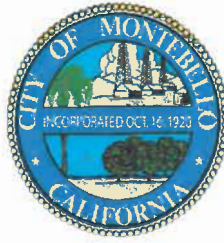
Date: 9-13-23

Purchase Order Approved By: _____
Adrianna Kendricks

Date: 9-18-2023

Acting City Manager [Up to \$50k]: _____
Arlene Salazar

Date: 9/18/23



CITY OF MONTEBELLO
FINANCE DEPARTMENT
PURCHASE ORDER COVER LETTER

Vendor: **Rush Truck Centers of California, Inc.**
PO Box 34630
San Antonio, TX 78265

Vendor No. **26370 3095**

Item(s) Being Purchased/Services: **FY23-24 Bus Engine Parts**

Reason for Purchase: Bus engine parts and drivetrain components

Purchase Requestor: **Matt Lightner**

Signature: 

Supplies: **\$49,500**

Service: \$

Account Number: 600-90-915-6080.50

Total Amount of Purchase: **\$49,500**

Shipping Cost: **\$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1 st Bid/Quote:	346.99	Rush Truck	Quote	7/17/23
2 nd Bid/Quote:	391.99	Zoro	Online	7/17/23
3 rd Bid/Quote:	559.92	Fleet Pride	Online	7/17/23

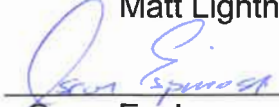
☐ Check here if purchase is sole source; "Sole Source Declaration" form must be attached.

Other Notes: Allocation amounts and quotes were reviewed and approved by Maintenance-Parts Division.

Purchase Order Input By: _____

Date: _____

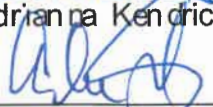
 Matt Lightner

Division Approval:  _____

Date: 9/12/23

Purchase Order Approved By:  _____
 Adrianne Kendricks

Date: 9.18.23

Acting City Manager [Up to \$50k]:  _____
 Arlene Salazar

Date: 9/18/23



ITEM # 20

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 4191, WITH "72 HOUR, LLC" (DBA NATIONAL AUTO FLEET GROUP) TO PURCHASE TWO TRANSPORTATION DEPARTMENT SUPPORT VEHICLES**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement, No. 4191 with "72 Hour LLC" (dba National Auto Fleet Group), for a total not-to-exceed amount of two hundred forty-eight thousand, four hundred and ninety-two dollar (\$248,492), to purchase two (2), Transportation Department – Corporate Shop support vehicles; and
2. Authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The support vehicles will be purchased utilizing Federal Transit Administration (FTA) grant funds (CA-90-Z085 and CA-2017-149-00), Fiscal Year 2023/2024 Senate Bill 1/State Transit Assistance (SB1/STA) funds, and the Transportation Department's Fiscal Year 2023-24 adopted operating budget: Corporate Shops – Vehicle Purchases, Account No. 600-90-915-6082. The total purchase costs will be split across the identified funding sources for a total not-to-exceed amount of \$248,492, and an option to include up to an additional 10% contingency or \$24,849. If the conditions triggering the payment of the 10% contingency occur pursuant to the agreement terms, the maximum compensation for the project total will not exceed two hundred seventy-three thousand, three hundred and forty-one dollars (\$273,341). Staff confirmed that sufficient balances exist in each

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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account, and therefore no budget amendment is needed to purchase the recommended vehicles.

The funding sources, account numbers, and corresponding amounts to be utilized from each funding source are as follows:

Funding Source	Account Number	Balance
LACMTA (SB1 STA 23/24)	202-922-2024	\$15,230
FTA Grant (CA-90-Z085)	270-9015-2015-008	\$41,324
FTA Grant (CA-2017-149-00)	270-9061-2017-008	\$140,000
Corporate Shops – Vehicle Purchase	600-90-915-6082	\$76,787
TOTAL		\$273,341

A summary of the total project costs, including the vehicle purchase, contingency allotment, contract deliverables, and taxes are as follows:

Chevrolet Blazer EV – Support Vehicle

Description	Amount
Chevrolet Blazer EV	\$56,720
Tax	\$5,051
Tire Fee	\$9
Transportation	\$150
Total	\$62,930

Ford F-750 CNG – Heavy Duty Truck

Description	Amount
F-750	\$77,090
Stake Bed Body	\$54,887
CNG Quote from Landi-Renzo	\$35,962
Tax	\$17,214
Tire Fee	\$9
Transportation	\$400
Total	\$185,562

Maximum Compensation with Contingency Amount

Description	Amount
Vehicles Purchase Cost	\$248,492
*10% Maximum Contingency Amount (*Payable only if triggered by the occurrence of the conditions outlined in the agreement)	\$24,849
Final Total	\$273,341

BACKGROUND/DISCUSSION:

The City of Montebello – Transportation Department intends to purchase a Chevrolet Blazer electric vehicle and a Ford F-750 CNG heavy-duty truck to replace aging support vehicles that are no longer suitable for their original purpose. These new vehicles will continue to play a crucial role in providing logistical assistance, transporting equipment, and supporting the Transportation Department's day-to-day operations. Furthermore, during times of emergencies, both vehicles will function as a rapid response unit, equipped with essential tools and resources to provide immediate assistance. This capability helps mitigate the impact of transportation crises on the community when needed. The support vehicles' versatility allows for quick deployment to transit related incident sites and improves the coordination and efficiency of emergency response efforts.

In addition, the Ford F-750 heavy-duty truck has a Gross Combined Weight Rating (GCWR) of 37,000 lbs. and can easily transport heavy equipment and supplies between areas during emergencies, further enhancing the city's ability to respond promptly and effectively to critical situations. Staff conducted a thorough analysis of both vehicles, identifying the Chevrolet Blazer and Ford F-750 as suitable and comparable units to meet the Transportation Department's operational needs.

ENVIRONMENTAL:

N/A

ANALYSIS:

The support vehicles will be purchased through a procurement process outlined in Montebello Municipal Code ("MMC") Section 3.20.125 – "Piggybacking Purchasing Agreement," as authorized under California Government Code section 54202 and is FTA approved. In accordance with MMC 3.20.125(A), the City will enter into Agreement No. 4191 with National Auto Fleet Group (Attachment A) using the base pricing and terms established in the SourceWell (Formerly Known as NJPA) Contract, No. 091521-NAF, which expires on November 8, 2025 (Attachment B).

Sourcewell operates as a service cooperative and acts as a national municipal contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts that can be utilized by member agencies such as the City of Montebello. In July 2021, Sourcewell issued a Request for Proposals (RFP) for Automobiles, SUVs, Vans, and Trucks with Related Equipment and Accessories. Thirteen submissions were received and evaluated by the Sourcewell selection committee. Submissions were scored on a weighted scale of eight different criteria, with pricing being the most heavily weighted. National Auto Fleet Group earned the highest score out of the thirteen respondents with 878 points out of a possible 1,000 and was awarded a contract through November 2025. National Auto Fleet Group agreed to extend the contract prices, terms, and conditions under the Sourcewell Contract, No. 091521-NAF, to the city for the proposed purchase of the Chevrolet Blazer EV for \$62,930 and the Ford F-750 for \$185,562 (see Attachment C).

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4191 (attached hereto in substantial form), with National Auto Fleet Group to purchase two (2) support vehicles (Chevrolet Blazer electric vehicle and Ford F-750 CNG heavy-duty truck) using the base pricing and terms established in Sourcewell Contract, No. 091521-NAFV, for a total not-to-exceed amount of two hundred forty-eight thousand, four hundred and ninety-two dollar (\$248,492); authorize the City Manager and/or their designee to approve change orders for up to 10% of the total agreement not-to-exceed amount of twenty-four thousand, eight hundred and forty-nine dollars (\$24,849) if the contingency conditions outlined in the agreement occur; and direct staff to take such additional, and related, action that may be desirable. Sufficient budget exists in each of the accounts to be used for this purchase, therefore no budget amendment is needed.

ATTACHMENT(S)

1. Attachment A – Proposed Agreement No. 4191 with National Auto Fleet Group
2. Attachment B – National Auto Fleet Contract 091521-NAF
3. Attachment C – National Auto Fleet Group Proposal and Cost Sheet

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PURCHASE AGREEMENT NO. 4191
WITH 72 HOUR LLC dba: NATIONAL AUTO FLEET GROUP.**

THIS PURCHASE AGREEMENT ("Agreement") entered into on May 8, 2024, by and between the CITY OF MONTEBELLO, a California municipal corporation (hereinafter "CITY"), and 72 HOUR LLC dba: NATIONAL AUTO FLEET GROUP (hereinafter "SELLER") (collectively referred to herein as the "Parties" and individually as the "Party"), is made with reference to the following:

RECITALS

WHEREAS, CITY desires to "piggyback" on an existing contract, as amended, between SELLER and SOURCEWELL, pursuant to SOURCEWELL Contract No. 091521-NAF "Procurement of Automobiles, SUVs, Vans, and Light Trucks with related equipment and accessories, and executed on November 4, 2021 (hereinafter "Sourcewell Contract No. 091521-NAF"); and

WHEREAS, CITY seeks to procure from SELLER, and SELLER seeks to acquire and deliver to CITY one, (1) new 2025 F-750 CNG Regular Cab Base (F7A) (hereinafter the "Truck ") and one (1) new 2024 Chevrolet Blazer EV (1MC26) eAWD 4dr 2LT (hereinafter the "SUV") for the Montebello Bus Lines (hereinafter "MBL") through the Sourcewell Contract No. 091521 - NAF; and

WHEREAS, SELLER represents to CITY that it is fully qualified to provide the above-described services, that it is a validly existing corporation, formed and in good standing under the laws of the State of California and legally authorized to conduct the business in which it is currently engaged, and SELLER further represents it has the background, knowledge, experience and expertise necessary to provide CITY the Truck and SUV contemplated under this Agreement; and

WHEREAS, SELLER represents to CITY that is in full compliance with the federal procurement requirements and has provided all required certifications as dictated by the Federal Transit Administration (FTA); and

WHEREAS, the parties have negotiated upon the terms pursuant to which SELLER will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenant and conditions contained herein, CITY and SELLER agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The above "Recitals" constitute a material part hereof, and shall hereby be incorporated by reference as though fully set forth herein. Moreover, this Agreement consists of the following documents, in order of precedence, all of which as hereby referenced are incorporated herein and made part of this Agreement, and shall be the entire Agreement between the Parties:

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. SELLER'S Price Summary and Detail, modified specific to the Truck to be purchase by CITY (**Exhibit A**).
- c. Federal Requirements (**Exhibit B**).
- d. Sourcewell Contract No. 91521-NAF, as amended including all of the Contract Documents and Technical Specifications (hereinafter, the "Sourcewell Contract") (**Exhibit C**).
- e. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

In the event of a conflict with the terms outlined in the Sourcewell Contract, this Agreement and the above-referenced Exhibits, in order of precedence, shall prevail.

2. SCOPE OF WORK

2.1. 2025 F-750 CNG Regular Cab Base (F7A) and 2024 Chevrolet Blazer EV (1MC26) eAWD 4dr 2LT. SELLER shall acquire and deliver one (1), new, 2025 F-750 CNG Regular Cab Base (F7A) and one (1) new 2024 Chevrolet Blazer EV (1MC26) eAWD 4dr 2LT as specifically described in this Agreement, and in accordance with the specifications and other project documents contained in the Sourcewell Contract No. 091521-NAF (**Exhibit C**). In case of any conflict between the terms of these documents, the terms of this Agreement and the "**National Auto Fleet Group's Price Summary and Detail,**" **Exhibits A and B**, shall control and prevail over Sourcewell Contract No. 091521-NAF (**Exhibit C**) and other exhibits.

2.2. All New Materials and Parts. SELLER shall utilize and incorporate all new material and parts into each of the equipment purchased pursuant to this Agreement.

2.3. Workmanship. SELLER covenants with CITY to furnish its best skill, judgment and efforts and to cooperate with CITY and any other consultants or contractors engaged by CITY in providing the Truck and SUV. SELLER covenants to use its best efforts to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of CITY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work.

3. COMPENSATION

3.1. Total Maximum Compensation. As compensation for the Truck and SUV, equipment, goods and services set forth in this Agreement (referred herein as the "Scope of Work" or "Work"), CITY shall pay and SELLER agrees to accept, the prices set forth in the "SELLER'S Price Summary and Detail," **Exhibits A and B**. The total amount of the compensation to be paid hereunder for the satisfactory accomplishment and completion of all the Work set forth in this Agreement shall not exceed the following sums, unless agreed upon otherwise by both CITY and SELLER in writing:

- a. Total cost for one (1) Truck and one (1) SUV (including warranty, and delivery) shall not exceed **Two Hundred Forty-Eight Thousand, Four Hundred and Ninety-Two Dollars (\$248,492)**.

3.2. Contingency Funding. SELLER acknowledges and understands that CITY has reserved contingency funds to be awarded to SELLER in addition to the Compensation defined above if and only if all of the following conditions are met:

- a. SELLER using its best and experienced judgement determines that CITY requires additional parts, body panels, doors, supplies, tools and fixtures not included in Exhibit A; and
- b. SELLER submits in writing to CITY work specifications and projected costs associated with extra parts, body panels, doors, supplies, tools and fixtures; and
- c. CITY has an opportunity to review, comment, and request revisions and/or recommendations to such parts, supplies, and fixtures; and
- d. CITY approves the purchase of such parts, supplies, and fixtures and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding SELLER additional funding form CITY's approved Contingency Amount in an additional amount of up to, and including **Twenty Four Thousand, Eight Hundred and Forty-Nine Dollars (\$24,849)**; and
- e. SELLER receives a written Notice to Proceed from CITY specifically for the requested parts, supplies, and fixtures.

3.3. Payment to SELLER. CITY shall pay and SELLER shall accept the amounts set forth in the "SELLER'S Price Summary and Detail," **Exhibits A and B**, as full compensation for all costs and expenses of completing all Work set forth in this Agreement, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

3.3.1 Delivery and Acceptance. For purposes of this Agreement, the terms "delivery" and "acceptance" (whether used in upper case or lower case) shall be defined as follows:

1. **Delivery.** SELLER will deliver the SUV and title by **August 31, 2024**, and Truck and title to CITY by **May 31, 2025**, at **400 South Taylor Avenue, Montebello, California, 90640**, using any applicable/standard towing delivery method.
2. **Acceptance**
 - a. **Reasonable Time for Inspection.** CITY shall have a reasonable time to inspect the SUV and Truck before acceptance.
 - b. **Acceptance in Writing.** CITY's acceptance shall be valid only when it is communicated to SELLER in a signed writing.

3.3.2 All payments shall be made as provided herein, less any additional moneys

withheld as provided by Section 3.4 below. CITY shall make payments for the Truck and SUV in the following amounts:

- a. With regard to the one (1) Truck and one (1) SUV: One hundred percent (100%) of the unit price(s) upon the delivery and acceptance of the Truck to MLB's facility at **400 South Taylor Avenue, Montebello, California, 90640** and within thirty (30) calendar days of receipt of a proper invoice, provided that the CITY has the complete and full funding for this procurement as of that date.

3.4. Conditional Acceptance. In the event that the Truck and SUV does not meet all requirements and/or specifications for acceptance, CITY may, at its exclusive option, "conditionally accept" the Truck and SUV, and place it into service pending receipt of SELLER furnished materials and/or labor necessary to effectuate corrective action for acceptance of the Truck and SUV. For any conditionally accepted Truck and SUV, the payment shall be reduced by an "amount to be withheld" paid upon corrective action by SELLER. For the purposes of this Agreement, the "amount to be withheld" shall be equal to the estimated cost for parts and labor for the corrective action.

3.5. Spare Parts and/or Equipment. CITY shall make payments for spare parts and/or equipment at the unit prices itemized in the price proposal within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

3.6. Final Payment. CITY shall make its final payment(s) of the total Agreement price(s) plus any moneys withheld, as described in subsections 3.3 and 3.4, above, upon receipt of a final proper invoice and the following:

- a. Delivery and acceptance of all deliverables, including manuals and other documentation required by this Agreement, excluding training.
- b. Rectification of any deficiencies found during the acceptance of the Truck and/or SUV.
- c. Provision of any certifications as required by law and/or regulations.
- d. Completion of post-delivery audits required under the Agreement.

4. DELIVERY AND ACCEPTANCE SCHEDULE

SELLER shall deliver and ensure acceptance of the Truck and SUV no later than the dates set forth in the following schedule:

<i>ITEM</i>	<i>COMPLETION DATE</i>
Delivery of one (1) new 2024 Chevrolet Blazer EV (1MC26) eAWD 4dr 2LT	August 31, 2024
Delivery of one (1) new 2025 F-750 CNG Regular Cab Base (F7A)	May 31, 2025
CITY Acceptance	Ten (10) days after Delivery of Truck and SUV to CITY and memorialized in a signed writing

All of the goods, equipment and services shall be furnished and delivered to the MLB facility described in Section 3.3 above, in first class condition, complete and ready for service by the

Montebello Transportation Department and MBL. SELLER shall assume all costs and responsibility for delivery.

4.1. Intentionally blank.

4.2. Unavoidable Delay. If SELLER is delayed at any time during the progress of the Work by the neglect or failure of CITY or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by CITY subject to the following conditions:

- a. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by SELLER by reasonable investigation before such award; including acts of God, strikes, riots, or from other similar "force majeure" causes or events beyond SELLER's control
- b. SELLER demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
- c. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- d. SELLER makes written request and provides other information to CITY as described in "Notification of Contractor Delay".

A delay meeting all the conditions of this Section shall be deemed an excusable delay. Any concurrent delay, which does not constitute an excusable delay, shall not be the sole basis for denying a request hereunder.

CITY reserves the right to rescind or shorten any extension previously granted, if subsequently CITY determines, that any information provided by SELLER in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, CITY shall not rescind or shorten any extension previously granted if SELLER acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by SELLER.

4.3. Notification of Contractor Delay. Notwithstanding "Unavoidable Delay" (Section 4.2 above), no extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with CITY within fourteen (14) calendar days after the commencement of the delay; and (2) a written application therefore, stating in reasonable detail the causes, the effect to date, and the probably future effect on the performance of SELLER under the Agreement, and the portion or portions of the Work affected is filed by SELLER with CITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Agreement. CITY shall make its determination within thirty (30) calendar days after receipt of the application.

5. WARRANTY

As set forth in Sourcewell Contract, SELLER hereby warrants and guarantees to CITY that all of the goods and equipment of the Truck and SUV contemplated in this Agreement shall be free from defects in material and workmanship for the periods specified in **Exhibit C** with respect to the entire Truck and SUV, subsystems and/or components.

6. NONDISCRIMINATION

In the performance of this Agreement, SELLER represents and agrees that SELLER, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, marital status, age, sexual orientation, handicap, or disability, in accordance with the requirements of state and federal. Such discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. SUBCONTRACTORS

SELLER shall not subcontract any portion of the services to be performed under this Agreement without the prior written consent of CITY, which may be withheld for any reason or for no reason. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement. No person or firm whose name is included in the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporating Labor Standards Provisions shall be eligible to subcontract on any portion of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

SELLER shall not assign, sublease, or transfer this Agreement or any interest or obligations herein directly or indirectly, by operation of law or otherwise during the term of this Agreement or during the operation of any of the warranties set forth in Section 5 without the prior written consent of CITY. As a condition to any assignment or transfer, any prospective assignee or transferee shall also assume the obligations to CITY pursuant to this Agreement, including the warranties set forth in Section 5. Any attempt to assign, sublease, or transfer this Agreement without prior written consent of CITY shall be null and void, and any assignee, sublessee, or transferee shall acquire no right or interest by reason of such attempted assignment, or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of SELLER, or of the interest of any general partner or joint venturer or syndicate member or covenant, if SELLER is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of SELLER, shall be construed as an assignment of this Agreement. For purposes of this Agreement, "control" means the ownership fifty percent (50%) or more of the voting power of the corporation.

9. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second

business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: John Soria, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 1315
(323) 887- 4643 (Fax)
jsoria@cityofmontebello.com

If to SELLER: 72 HOUR LLC dba: NATIONAL AUTO FLEET GROUP
Attn: Yesenia Covarrubias, Government Fleet Manager
1601 W. Main Street
Alhambra, CA 91801
(626) 457-5590
yesenia@watsonvillefleetgroup.com

10. INDEMNIFICATION

10.1. Indemnification for Acts or Omissions of SELLER. SELLER shall defend, indemnify, and hold harmless CITY, its elected and appointed officials, boards and commissions, officers, agents and employees (collectively hereinafter the "CITY") against any or all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, reasonable attorneys' fees, costs and expenses, which may accrue against the CITY arising out of, or resulting from the acts or omissions of SELLER or its officers, agents, employees, subcontractors or subconsultants, or related corporations attributable to its performance under this Agreement.

10.2. Indemnification for Claims Brought By Subconsultants of SELLER. In addition to Subsection 10.1, SELLER shall defend, indemnify, and hold harmless the CITY, from and against any and all proven third party damages, including reasonable attorneys' fees occurring or resulting to any and all persons, firms, or corporations employed or contracted by SELLER or its subcontractors or subconsultants in connection with its performance under this Agreement.

11. INSURANCE

During the Term of this Agreement, SELLER shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with SELLER's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage,

blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SELLER has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. SELLER agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by SELLER for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, SELLER further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

If SELLER maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by SELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

SELLER shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A:VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. SELLER agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at SELLER'S expense, the premium thereon.

At all times during the Term of this Agreement, SELLER shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. SELLER shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

SELLER shall provide proof that policies of insurance required herein expiring during the

Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. SELLER agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of SELLER's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit SELLER, and SELLER's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. SELLER hereby waives all rights of subrogation against CITY. SELLER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. SELLER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, SELLER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or SELLER shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by SELLER shall not be construed as a limitation of SELLER's liability or as fall performance of SELLER's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of SELLER to comply with this section.

12. TERMINATION

12.1. Notice of Default and Termination. In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a nonmaterial breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the nonmaterial breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

12.2. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) days' written notice to SELLER as provided herein.

12.3. Payment Upon Termination.

If CITY terminates this Agreement as provided in Section 12.2, titled "Termination Without Cause", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, including costs, contract close-out costs and profit on work performed, less the amount previously paid or withheld with respect to the Compensation. If CITY terminates this Agreement as provided in Section 12.1, titled "Notice of Default and Termination", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, less the amount previously paid or withheld with respect to the Compensation, which shall not include costs, close-out costs or profit on work performed.

12.4. Expiration. After full acceptance of the single Truck and SUV contemplated in this Agreement by CITY, this Agreement shall expire upon full payment of the Compensation by CITY to SELLER. Notwithstanding the foregoing, the Warranty Agreement shall remain in effect despite expiration of this Agreement.

13. REMEDIES FOR BREACH OF CONTRACT

13.1. Litigation Expenses. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.2. Liability of SELLER. SELLER shall be responsible for all damages resulting in whole or in part from the acts or omissions of SELLER or its subconsultants or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any legal rights or remedies which CITY may have under this Agreement or under applicable law.

13.3. Liability of CITY. CITY's contractual obligations to SELLER shall be limited to the payment of the Compensation provided for in this Agreement. In no event shall CITY be liable for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement unless otherwise specified herein.

14. DISPUTE RESOLUTION

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

15. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

16. COMPLIANCE

It is agreed that SELLER shall comply with and shall require its subcontractors to comply with all applicable local, state and federal laws and regulations including but not limited to those set forth to in the Master Contract.

17. DAYS

Any term in this Agreement referencing days of performance shall be deemed to be calendar days and not work (or business) days.

18. BINDING ON ASSIGNS

Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective Parties.

19. INDEPENDENT CONTRACTOR

SELLER is an independent contractor. As such, SELLER shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. SELLER is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

20. SEVERABILITY

For purposes of this Agreement, if any provision of this Agreement is deemed to be invalid or illegal, the remaining provisions nevertheless will continue in full force and effect without being

impaired or invalidated in any way.

21. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement, and all Parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein in a timely manner.

22. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

23. CAPTIONS

The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

24. CONSTRUCTION

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed by the Parties or their agents having all participated in the preparation of this Agreement.

25. COOPERATION/FURTHER ACTS

The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign such additional documents as may be necessary, appropriate and convenient as related to.

26. REFERENCES

All references to SELLER with respect to this Agreement shall include all personnel, employees, agents and subcontractors of SELLER.

27. WAIVER

A waiver by either Party of any breach or default of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. No waiver, benefit, privilege or service voluntarily given or performed by one Party shall give the other any contractual right by custom, estoppel, or otherwise.

28. ENTIRE AGREEMENT; MODIFICATION

This Agreement in addition to the attached Exhibits, contains the entire agreement between CITY and SELLER and supersedes any prior or written statements or agreement between the Parties.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. No attempted waiver of any of the provisions herein, nor any change, amendment or modification of this Agreement shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

29. RISK OF LOSS.

CITY shall assume risk of loss of the Truck and SUV upon delivery. Prior to delivery, SELLER shall bear the risk of loss of the Truck and SUV.

30. TITLE.

Title to the Truck and SUV shall pass to CITY upon acceptance of the Truck and SUV by CITY.

31. PRICE ADJUSTMENTS DUE TO REGULATORY CHANGES.

Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the proposal submission, such price adjustment shall be negotiated in good faith by CITY and SELLER.

32. SUBJECT DATA.

All "subject data". including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this Agreement shall remain the property of SELLER; provided however, CITY shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Truck and SUV.

33. EFFECTIVE DATE.

Unless otherwise specified herein, this Agreement shall become effective as of the date on which the last of the Parties, whether SELLER or CITY, executes said Agreement.

34. SIGNATURES.

SELLER affirms that the signatures, titles, and seals set forth hereinafter in execution of this Purchase Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

[SIGNATURE PAGE TO FOLLOW]

PURCHASE AGREEMENT NO. 4191

Page 14 of 14

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF MONTEBELLO, a California
municipal corporation
("CITY")

**72 HOUR LLC dba: NATIONAL AUTO FLEET
GROUP**
("SELLER")

Raul Alvarez
City Manager

Yesenia Covarrubias, Government Fleet
Manager

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

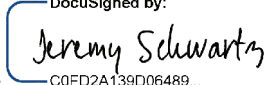
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

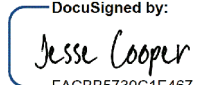
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
74	Vans	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☒	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☒	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☒	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☒	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☒	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☒	1



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/9/2024

Quote ID: **27670**

Mr Rohan Anderson
City of Montebello

400 S Taylor Ave

Montebello, California, 90640

Dear Rohan Anderson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Blazer EV (1MC26) eAWD 4dr 2LT,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$56,715.00	\$57,719.40	-1.771 %	(\$1,004.40)
Tax (8.7500 %)		\$5,050.45		
Tire fee		\$8.75		
Transportation		\$150.00		
Total		\$62,928.60		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias / Joshua Jerome

Fleet Department
Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590



GMC

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	Emissions, California state requirements
ENGINE	
Code	Description
EN0	Engine, none, (STD)
TRANSMISSION	
Code	Description
MF1	Transmission, none (electric drive unit), (STD)
PREFERRED EQUIPMENT GROUP	
Code	Description
2LT	2LT Preferred Equipment Group, includes standard equipment
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
H9F	Black, Evotex seat trim
CHARGING CORD	
Code	Description
PSC	Dual Level Charge Cord, dual-mode, portable, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
ZFT	Comfort and Convenience Package, includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar seat adjuster, (A7J) front passenger 6-way power seat adjuster, (AT9) front passenger 2-way power lumbar seat adjuster, (KAG) heated driver and front passenger seats, (H9F) Black Evotex interior, (K7A) wireless phone charging, (N53) wrapped steering wheel, (KI3) heated steering wheel, (DD8) auto-dimming inside rearview

	mirror, (DMA) outside heated, power-adjustable, power-folding, driver-side auto-dimming mirrors, (TCP) AutoSense Power Liftgate, (V6K) satin aluminum finish roof rails, (CTT) Hitch Guidance, (PZ8) Hitch View and (V92) wiring trailering provisions.
WPN	Convenience and Driver Confidence Package, includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UV2) HD Surround Vision, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking and (UVZ) Reverse Automatic Braking
V92	Trailering provisions, wiring
CTT	Hitch Guidance
PZ8	Hitch View
V6K	Roof rails, satin aluminum finish
DMA	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming
TCP	AutoSense Power Liftgate programmable, hands free
K7A	Wireless Phone Charging
KAG	Seats, heated driver and front passenger cushion and seatback
A2X	Seat adjuster, driver 8-way power
AL9	Seat adjuster, driver 2-way power lumbar
A7J	Seat adjuster, front passenger 6-way power
AT9	Seat adjuster, front passenger 2-way power lumbar
N53	Steering wheel, wrapped
KI3	Steering wheel, heated
KSG	Adaptive Cruise Control
DD8	Mirror, inside rearview auto-dimming
UGN	Enhanced Automatic Emergency Braking
CTB	Intersection Automatic Emergency Braking
UVZ	Reverse Automatic Braking
UKK	Rear Pedestrian Alert
UV2	HD Surround Vision
UOW	Side Bicyclist Alert

2024 Fleet/Non-Retail Chevrolet Blazer EV eAWD 4dr 2LT

WINDOW STICKER

2024 Chevrolet Blazer EV eAWD 4dr 2LT		
CODE	MODEL	MSRP
1MC26	2024 Chevrolet Blazer EV eAWD 4dr 2LT	\$51,800.00
OPTIONS		
YF5	Emissions, California state requirements	\$0.00
EN0	Engine, none, (STD)	\$0.00
MF1	Transmission, none (electric drive unit), (STD)	\$0.00
2LT	2LT Preferred Equipment Group, includes standard equipment	\$0.00
GAZ	Summit White	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
H9F	Black, Evotex seat trim	INC
PSC	Dual Level Charge Cord, dual-mode, portable, (STD)	\$0.00
ZFT	Comfort and Convenience Package, includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar seat adjuster, (A7J) front passenger 6-way power seat adjuster, (AT9) front passenger 2-way power lumbar seat adjuster, (KAG) heated driver and front passenger seats, (H9F) Black Evotex interior, (K7A) wireless phone charging, (N53) wrapped steering wheel, (KI3) heated steering wheel, (DD8) auto-dimming inside rearview mirror, (DMA) outside heated, power-adjustable, power-folding, driver-side auto-dimming mirrors, (TCP) AutoSense Power Liftgate, (V6K) satin aluminum finish roof rails, (CTT) Hitch Guidance, (PZ8) Hitch View and (V92) wiring trailering provisions.	\$2,295.00
WPN	Convenience and Driver Confidence Package, includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UV2) HD Surround Vision, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking and (UVZ) Reverse Automatic Braking	\$1,225.00
V92	Trailering provisions, wiring	INC
CTT	Hitch Guidance	INC
PZ8	Hitch View	INC
V6K	Roof rails, satin aluminum finish	INC
DMA	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming	INC
TCP	AutoSense Power Liftgate programmable, hands free	INC
K7A	Wireless Phone Charging	INC
KAG	Seats, heated driver and front passenger cushion and seatback	INC
A2X	Seat adjuster, driver 8-way power	INC
AL9	Seat adjuster, driver 2-way power lumbar	INC
A7J	Seat adjuster, front passenger 6-way power	INC
AT9	Seat adjuster, front passenger 2-way power lumbar	INC
N53	Steering wheel, wrapped	INC
KI3	Steering wheel, heated	INC
KSG	Adaptive Cruise Control	INC

DD8	Mirror, inside rearview auto-dimming	INC
UGN	Enhanced Automatic Emergency Braking	INC
CTB	Intersection Automatic Emergency Braking	INC
UVZ	Reverse Automatic Braking	INC
UKK	Rear Pedestrian Alert	INC
UV2	HD Surround Vision	INC
UOW	Side Bicyclist Alert	INC

Please note selected options override standard equipment

SUBTOTAL	\$55,320.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,395.00
TOTAL PRICE	\$56,715.00
Est City: 14 MPG Est Highway: 22 MPG Est Highway Cruising Range: 541.20 mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, none (STD)
Dual Level Charge Cord, dual-mode, portable 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (STD)
Transmission, none (electric drive unit) (STD)

INTERIOR

Seats, front bucket (STD)

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes Automatic Emergency Braking, (UKT) Front Pedestrian Braking, (UKM) Lane Keep Assist with Lane Departure Warning, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Battery, Ultium Propulsion, 85 kWh Battery Rated Energy, 150 kW DC fast charging capable
Battery, 12V/60AH, 680 ENCCA
AC Charging, 11.5 kW capable
Propulsion, electric two-motor all-wheel drive (eAWD)
Electronic Precision Shift
Emission system zero emission vehicle (ZEV)
GVWR, 6504 lbs. (2950 kg)
Suspension, Ride and Handling
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock disc
Brake rotor, FNC
Brake lining, non-asbestos, organic
Wheels, 19" (48.3 cm) machined-face aluminum with painted pockets
Tires, 255/60R19 all-season blackwall includes (KTI) tire inflator kit
Tire, spare, none
Tire inflator kit (Included and only available with (QBX) 255/60R19 all-season blackwall tires.)
Moldings, door upper, low gloss Black
Grille, body color
Headlamp control, automatic on and off
Headlamps, LED
IntelliBeam, auto high beam
Mirror caps, body-color
Glass, acoustic, laminated windshield
Glass, rear, deep tint

Wipers, front intermittent
Wiper, rear intermittent
License plate front mounting package
Door handles, body-color
Recovery hook, front
Recovery hook, rear
Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition
Audio system feature, 6-speaker system
SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Bluetooth for phone connectivity to vehicle infotainment system
Google Automotive Services capable
Antenna, roof-mounted shark fin
Seat trim, Evotex
Seat, rear 60/40-split, fold-flat
Headrest, rear center
Armrest, rear center
Floor mats, front, carpeted
Floor mats, rear, carpeted
Steering column, tilt and telescopic
Steering wheel controls, audio Driver Information Center and phone interface controls
Compass display
Window, power, driver, express up and down
Window, power, front passenger with express down
Windows, power rear, express down
Remote Start, key fob
Remote Start, smartphone app
Remote panic alarm
Keyless Open
Theft-deterrent system, immobilizer
Theft-deterrent system, unauthorized entry
USB ports, 2 type-C, located forward of cupholders
USB port, type-C, located within the center console armrest bin
USB ports, 2 type-C, located on back of center console, charge-only
Power outlet, 12-volt, located in center console compartment

Air conditioning, single-zone automatic climate control
Air filter, pollutant
Sensor, cabin humidity and windshield temperature
Vent, rear console, air
Defogger, rear-window electric
Glovebox
Driver Information Center, 11" diagonal display
Visors, driver and front passenger illuminated sliding vanity mirrors, covered
Lighting, interior, front, courtesy and dual reading lights
Lighting, interior, roof, rear courtesy and dual reading lights
Map pocket, front passenger seatback
Door locks, power
Console, floor, with armrest
Cargo tie-downs
Rear Cross Traffic Braking
Front Pedestrian and Bicyclist Braking
StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Rear Park Assist
Forward Collision Alert
Following Distance Indicator
Lane Keep Assist with Lane Departure Warning
Blind Zone Steering Assist
LED Reflective Windshield Collision Alert
Safety Alert Seat
Seat belt indicators, driver, front passenger and rear passengers
Seat belts, 3-point, all positions, includes front and rear seat belt pretensioners
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Rear Seat Reminder
Door locks, rear child security
Tire Fill Alert
Tire Pressure Monitor System, auto learn
8 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)



Quote Date: 3/20/24

Agency: City of Montebello

Quote No. CM24-1

Contact: Rohan Anderson

Address 400 S Taylor Ave

Address Montebello, CA 90640

Phone: (323) 558-1625 ext. 104

Email RAnderson@montebelloca.gov

National Auto Fleet Group is pleased to submit the following quotation for your consideration:

Qty	Line Item	Option #	Description	Unit Price	Extended
1			New/Used 2025 F-750 Gas Regular Cab Base (F7A)	\$ 77,090.00	\$ 77,090.00
1			CTEC Stake Bed Body : 14533	\$ 54,886.70	\$ 54,886.70
1			CNG Quote from Landi-Renzo	\$ 35,961.20	\$ 35,961.20
			Subtotal	\$ 167,937.90	\$ 167,937.90
			Sales Tax 10.25 %	\$ 17,213.63	\$ 17,213.63
			Tire Fee	\$ 8.75	\$ 8.75
			DMV Fees (approx)	\$ -	\$ -
			Delivery (non taxable)	\$ 400.00	\$ 400.00
			TOTAL PURCHASE ORDER AMOUNT	\$ 185,560.28	\$ 185,560.28

PLEASE EMAIL ALL PURCHASE ORDERS TO YESENIA@WATSONVILLEFLEETGROUP.COM

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 091521-NAF

Note: If DMV processing is required, add \$150.00 to your purchase order.

Terms: Net 30

Quoted by: Joshua M. Jerome

Yesenia Covarrubias, Fleet Manager (626) 457-5590
1601 W Main St. Alhambra, CA 91801



Prepared 03/11/2024

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs

Dimensions

- GCWR: 37,000 lbs.
- * **Vehicle body length: 350.0"**
- * **Vehicle body height: 95.2"**
- Front track: 83.8"
- * **Turning radius (to curb): 29.5'**
- Rear tire outside width: 96.0"
- Frame section modulus: 15.1 cu.in.
- Frame rail depth: 10.3"
- Frame rail thickness: .4"
- Front bumper to front axle: 39.0"
- Rear brake diameter: 15.0"
- Leg room first-row: 41.4"
- Hip room first-row: 67.6"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- * **Wheelbase: 224.0"**
- Rear track: 72.6"
- * **Cab to axle: 150.0"**
- * **Axle to end of frame: 87.0"**
- Frame yield strength (psi): 80000.0
- Frame rail width: 3.1"
- Frame rail section: 9.5"
- Front brake diameter: 15.0"
- Headroom first-row: 40.7"
- Shoulder room first-row: 68.0"

Powertrain

- 7.3L V-8 variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- RNDM shift indicator
- 6-speed automatic
- Recommended fuel: regular unleaded
- Standard rear differential
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft.@3750 RPM
- * **Auxiliary power take-off**
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- Standard grade front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill start assist
- Leaf spring front suspension
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared 03/11/2024

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Body Exterior

- * **Trailer wiring harness**
 - 2 doors
 - Monotone paint
 - Black windshield trim
 - Black front bumper
 - Straight front bumper ends
 - Hood mounted grille
 - Trailer style side mirrors
- * **Video-feed rearview mirror**
 - White front wheels
 - White rear wheels
 - Disc rear wheel
- Side assist steps
- Clearcoat paint
- Black side window trim
- Black door handles
- 2 front tow hooks
- Black grille
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- English measure truck 279/82R22.5 AS BSW front and rear tires
- Steel front wheels
- Steel rear wheels
- 22.5 x 8.25-inch front and dual rear wheels

Convenience

- * **Power door locks with 2 stage unlocking**
- * **Auto-locking doors**
- * **Power first-row windows**
 - Driver foot rest
 - Standard glove box
 - 2 beverage holders
 - Instrument panel bin
 - Dual electric horn
- * **Upfitter switches**
- * **Keyfob activated door locks**
 - Cruise control with steering wheel mounted controls
 - Partial floor console
 - Fixed rear windshield
 - Front beverage holders
- * **Driver and passenger door bins**
 - Dashboard storage
 - Steering column lever gearshift location

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 2
- Folding driver seat back
- 4 driver seats way-direction
- Bucket passenger seat
- Low passenger seat back
- Manual fore/aft
- Bucket driver seat
- Low driver seat back
- Manual fore/aft
- Fixed passenger seat back
- 4 passenger seats way-direction
- Driver seat armrest

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

- Front passenger seat armrest
- Vinyl front seat upholstery

Entertainment Features

- * 1 total number of 1st row displays
- AM/FM stereo radio
- AM radio
- Seek scan
- External memory control
- Standard grade speakers
- Wireless audio streaming
- * 8 inch primary LCD display
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Speakers number: 2
- Steering wheel mounted audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Speed sensitive wipers
- * Illuminated entry
- Daytime running lights
- Delay interior courtesy lights
- Trip odometer
- Driver information center
- Oil pressure gauge
- Oil temperature gauge
- Engine hour meter
- Aero-composite headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 1 USB port

Safety and Security

- * Immobilizer
- Vehicle tracker
- Electronic stability control system
- * Remote panic alarm
- * Rear mounted camera
- * Back-up alarm

Dimensions

General Weights

* Curb weight	9,385 lbs.	* Rear curb weight	3,652 lbs.
Front GAWR	12000 lbs.	Rear GAWR	21000 lbs.
GVWR	33000 lbs.	GCWR	37000 lbs.

Trailer Weights



Prepared 03/11/2024

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

GCWR 37,000 lbs.

Weights

Maximum GVWR 37,000 lbs.

Nominal RBM (in.-lbs.) 1,211,200 nominal RBM (in.-lbs.)

Max RBM (in.-lbs.) 1,275,200 max RBM (in.-lbs.)

Front Weights

* Front curb weight 5,732 lbs.

* Spring rating front 13,200 lbs.

* Axle capacity front 12,000 lbs.

Tire/wheel capacity front 12,350 lbs.

Rear Weights

Axle capacity rear 21,000 lbs.

Tire/wheel capacity rear 23,360 lbs.

* Spring rating rear 23,000 lbs.

Exterior Measurements

* Vehicle body length 350.0"

* Vehicle body height 95.2"

* Front frame height loaded 35.3"

* Front frame height unloaded 37.4"

* Rear frame height loaded 36.8"

* Turning radius (to bumper) 31.1'

Width - mirrors extended 121.9"

Rear track 72.6"

* Turning radius (to curb) 29.5'

Rear tire outside width 96.0"

Frame section modulus 15.1 cu.in.

Frame rail depth 10.3"

Frame rail thickness4"

Front bumper to front axle 39.0"

Vehicle body width 96.7"

* Wheelbase 224.0"

Front brake diameter 15.0"

Rear brake diameter 15.0"

* Rear frame height unloaded 38.2"

Width - mirrors folded 90.7"

Front track 83.8"

Driver distance from axle 54.4"

* Cab to axle 150.0"

* Axle to end of frame 87.0"

Frame yield strength (psi) 80000.0

Frame rail width 3.1"

Frame rail section 9.5"

Headroom

Headroom first-row 40.7"

Legroom

Leg room first-row 41.4"

Shoulder Room

Shoulder room first-row 68.0"

Hip Room

Hip room first-row 67.6"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared 03/11/2024

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Powertrain

Engine

Engine 7.3L V-8 variable valve control, engine with 335HP

Engine cylinders V-8

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Valves per cylinder 2

Injection type sequential MPI

Ignition Spark ignition system

Engine block material Iron engine block

Engine Specs

Displacement 7.3L

Bore 4.22"

Compression ratio 10.5

cc 445 cu.in.

Stroke 3.98"

Engine Power

Horsepower 335 HP@3750 RPM

Torque 468 lb.-ft.@3750 RPM

Alternator

Alternator amps 210A

Alternator type Heavy-duty alternator

Battery

Battery type Lead acid battery

Battery step Battery step

Battery run down protection Battery run down protection

Battery rating 900CCA

Battery location Battery location forward right

Engine Extras

Radiator Radiator

*** Auxiliary power take-off Auxiliary power take-off**

Shift indicator RNDM shift indicator

Transmission

Transmission 6-speed automatic

Transmission electronic control Transmission electronic control

Speed limiter 75 mph speed limiter

Lock-up transmission Lock-up transmission

Second gear ratio 2.318

Fourth gear ratio 1.149

Sixth gear ratio 0.674

Stall ratio 2

Overdrive transmission Overdrive transmission

First gear ratio 3.974

Third gear ratio 1.516

Fifth gear ratio 0.858

Reverse gear ratio 3.128

Selectable mode transmission Tow/Haul Mode selectable mode transmission

Transmission oil cooler Transmission oil cooler

*** PTO transmission provision PTO transmission provision**



2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Drive Type

Drive type Rear-wheel drive

Drivetrain

* Axle ratio 7.17 Axle speed Single axle speed

Exhaust

Tailpipe Non stainless steel single exhaust Additional muffler type horizontal
Additional muffler location right Additional tailpipe type horizontal
Additional tailpipe location right

Fuel

Fuel type regular unleaded

Fuel Tank

Front left fuel tank shape rectangular Front left fuel tank capacity 50.01 US gallons

Drive Feature

Traction controlLow-speed ABS traction control Differential Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension Front shock absorbers Standard grade front shock absorbers

Driveability

Brakes

Brake type Hydraulic disc brakes Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist

Front Suspension

Suspension ride type front Rigid axle front suspension Suspension type front Leaf spring front suspension

Front Spring

Regular front springs Regular front springs Springs front Tapered leaf front suspension



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Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Rear Spring

Springs rear Multi-leaf rear suspension
Auxiliary rear spring Rubber auxiliary rear spring

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels .. 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 22.5"

Front wheels width 8.3"

Rear Wheels

Rear wheels diameter 22.5"

Rear wheels width 8.3"

Front And Rear Wheels

Appearance none

Front Tires

Aspect 82
Sidewalls BSW
Type english measure truck tire
Front wheel - RPM 497

Diameter 22.5"
Tread AS
Width 279mm

Rear Tires

Aspect 82
Sidewalls BSW
Type english measure truck tire
Rear wheel - RPM 497

Diameter 22.5"
Tread AS
Width 279mm

Body Exterior

Trailer

* Towing wiring harness Trailer wiring harness

Exterior Features

Number of doors 2 doors
Front splash guards Front splash guards

Side steps Side assist steps

Frame

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Clean CA frame Clean CA frame

Body

Body panels Composite and galvanized steel
body panels

Mirrors

Convex spotter Convex spotter in driver and
passenger side door mirrors

* Video rearview mirror Video-feed rearview
mirror

Tires

Front tires LT load rating G

Rear tires LT load rating G

Wheels

Front wheel type Disc front wheel
Number of front wheel studs 10 front wheel studs

Dual rear wheels Dual rear wheels
Number of rear wheel studs 10 rear wheel studs

Convenience

Door Locks

* Door locks Power door locks with 2 stage
unlocking
* Auto door locks Auto-locking doors

* Keyfob door locks Keyfob activated door
locks

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Heated door mirrors Heated driver and
passenger side door mirrors

Front Side Windows

* First-row windows Power first-row windows

Floor Console

Floor console Partial floor console

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pedals

Driver foot rest Driver foot rest

Rear Windshield

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Rear windshield Fixed rear windshield

Storage

* Door bins front **Driver and passenger door bins**

Beverage holders Front beverage holders

Instrument panel storage Instrument panel bin

Number of beverage holders 2 beverage holders

Glove box Standard glove box

Dashboard storage Dashboard storage

Windows Feature

* One-touch up window **Driver and passenger one-touch up windows**

* One-touch down window **Driver and passenger one-touch down windows**

Miscellaneous

Gearshift location Steering column lever gearshift location

Horn Dual electric horn

* Upfitter switches **Upfitter switches**

Comfort

Climate Control

Climate control Manual climate control

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 2

Front Seats

Front seat type Bucket driver seat

Driver seat back Folding driver seat back

Driver seats way-direction 4 driver seats way-direction

Passenger seat back Fixed passenger seat back

Passenger seats way-direction 4 passenger seats way-direction

Front seat type Bucket passenger seat

Driver seat back type Low driver seat back

Driver seat fore/aft Manual fore/aft

Passenger seat back type Low passenger seat back

Passenger seat fore/aft Manual fore/aft



2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Armrests front driver Driver seat armrest
Armrests front passenger Front passenger seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery
Front seatback upholstery Carpet front seatback upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

* Number of first-row LCD displays 1 total
number of 1st row displays
* LCD primary display size 8 inch primary LCD display

Radio Features

Aux input jack Auxiliary input jack
Seek scan Seek scan
External memory External memory control

Speakers

Speakers Standard grade speakers
Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer
Instrumentation display Analog instrumentation display

Instrumentation Displays

Driver information center Driver information center
Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer
Oil temperature gauge Oil temperature gauge
Oil pressure gauge Oil pressure gauge
Transmission temperature gauge Transmission fluid temperature gauge
Engine/electric motor temperature gauge Engine hour meter
Engine/electric motor temperature gauge Engine hour meter

Instrumentation Warnings



2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Oil pressure warning	Oil pressure warning	Low fuel warning	Low fuel warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Service interval warning	Service interval indicator
Transmission fluid temperature warning	Transmission fluid temp warning		

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Aero-composite headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting

Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
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Interior Lighting

* Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		

Lights

Running lights	Daytime running lights	Interior courtesy lights	Delay interior courtesy lights
Clearance lights	Cab clearance lights		

Technology and Telematics

Connectivity

Handsfree	Bluetooth handsfree wireless device connectivity
-----------	--

USB Ports

USB ports	1 USB port
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Safety and Security

Security System

* Immobilizer	Immobilizer	* Remote panic alarm	Remote panic alarm
Vehicle tracker	Vehicle tracker		

Cameras

* Rear camera	Rear mounted camera
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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control Electronic stability control system

Parking Sensors

* Back up alarm Back-up alarm



Prepared 03/11/2024

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle

Code	Description
Base Vehicle	
F7A	Base Vehicle Price (F7A)
Engines	
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm Torque: 468 ft.lbs. @ 3750 rpm.
425	50-State Emissions
98G	Gaseous Fuel Prep Pack CNG/LPG Engine Prep. Includes hardened engine valve seats. NOTE: This package DOES NOT include CNG/LPG fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with a Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/LPG fueled vehicle.
Transmissions	
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul Includes tow/haul.
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul
Front Wheels & Tires	
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole (285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)
Rear Wheels & Tires	
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole (285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle (cont'd)

Code	Description
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)

Brakes

67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>
152	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop <i>Mounted at rear of frame, for combined trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.</i>

Front Axle and Suspension

43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type
61E	Taper-Leaf Springs, Parabolic - 13,200 lb. Cap <i>3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>

Rear Axle and Suspension

475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>
68R	Multi-Leaf Springs - 23,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>
X7A	7.17 Axle Ratio

Wheelbase

224WB	224" Wheelbase/150" CA/87" AF/350" OAL
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Frame

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle (cont'd)

Code	Description
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI <i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).</i> <i>Includes:</i> <i>- GVWR Limit: 37,000 lbs.</i>
92G	CNG/LNG Gauge Cluster (92G) <i>Eliminates confusing settings from gauge cluster, due to new fuel tanks being used. (Specifically Distance to Empty for Fuel, and Average Fuel Economy).</i> <i>Includes:</i> <i>- Enhanced Cluster w/High-Level 8-Inch Display</i> <i>Display at center of cluster.</i>

Exhaust

91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>
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Fuel Tanks

65A	Fuel Tank - LH 50 Gallon - Steel
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Electrical / Alternator / Battery

STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi <i>Extra heavy duty 12 Volt.</i>
55M	Jump Start Stud - Remote Mounted
STDBAT	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>
17M	Back-Up Alarm - Electric, 102 dBA

Seats

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle (cont'd)

Code	Description
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl
Cab Interior	
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi Extra heavy duty 12 Volt. - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls
61M	Rear View Camera w/Mirror Display <i>Rear view mirror video with full length display included in kit. To be installed by Upfitter.</i>
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks, door trim panel and passive anti-theft system.</i> <i>Includes:</i> - SecuriLock Passive Anti-Theft System <i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i> - Remote Keyless Entry w/2 Key Fobs
59F	Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i>
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth
85A	SecuriLock Passive Anti-Theft System <i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i>

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle (cont'd)

Code	Description
Cab Exterior	
54M	Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width <i>Integral mirror, sail type, manual fold, solid black finish.</i>
Ship-Thru	
21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31T) or (31S) or (31Y) to have the Inspection performed. Required with any final Ship-To that is not a dealer.
31F	Ship-Thru - NFS National Fleet Services MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).
Miscellaneous	
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"
Fleet Options	
B4A	Net Invoice Fleet Option
Exterior Color	
YZ_01	Oxford White
Interior Color	
E_01	Gray

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Major Equipment

(Based on selected options, shown at right)
6-speed automatic

- * Side assist steps
- * White rear wheels
- * Disc rear wheel
- * Front tires LT load rating: G
- * Overdrive transmission
- * Transmission electronic control
- * Alternator Amps: 210A
- * Low-speed ABS traction control
- * Lead acid battery
- * Injection Type: sequential MPI
- * 8 inch primary LCD display
- * Wireless audio streaming
- * Seek scan
- * External memory control
- * Wheelbase: 224.0"
- * Axle to end of frame: 87.0"
- * Tire/wheel capacity rear: 23,360 lbs.
- * Spring rating front: 13,200 lbs.
- * Dual electric horn
- * Manual folding door mirrors

Exterior: Oxford White
Interior: Gray

- * White front wheels
- * Steel rear wheels
- * 22.5 x 8.25-inch front and dual rear wheels
- * English measure truck 279/82R22.5 AS BSW front and rear tires
- * Lock-up transmission
- * PTO transmission provision
- * Non stainless steel single exhaust
- * Battery rating: 900CCA
- * Battery run down protection
- * Auxiliary power take-off
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Auxiliary input jack
- * Vehicle body length: 350.0"
- * Cab to axle: 150.0"
- * Axle capacity rear: 21,000 lbs.
- * Axle capacity front: 12,000 lbs.
- * Standard ride suspension
- * Heated driver and passenger side door mirrors
- * DRL preference setting

As Configured Vehicle

STANDARD VEHICLE PRICE
Preferred Equipment Package 600A
7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm STD
50-State Emissions
Ford TorqShift HD 6-Speed Automatic - Double Overdrive,
LESS PTO Provision and Tow/HaulSTD
Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-
HoleSTD
Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497
rev/mile)
Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-
Hole
Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497
rev/mile)
Hydraulic Brake System - Bosch HydroMax w/Traction
Control
21,000 lb. Single Reduction - Open - Dana / Spicer
21060S
Single Channel - Straight 'C' 15.14 SM, 80,000 PSI
Single, Horizontal Muffler - Frame Mounted Right Side Back
of Cab w/Catalytic Converter
Fuel Tank - LH 50 Gallon - Steel

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

Major Equipment

- | | |
|---|-----------------------------------|
| * Daytime running lights | * Light tinted windows |
| * Variable intermittent front windshield wipers | * Speed sensitive wipers |
| * Electronic stability control system | * Immobilizer |
| * Manual climate control | * Bucket driver seat |
| * Folding driver seat back | * Low driver seat back |
| * 4 driver seats way-direction | * Manual fore/aft |
| * Bucket passenger seat | * Fixed passenger seat back |
| * Low passenger seat back | * 4 passenger seats way-direction |
| * Manual fore/aft | * Driver seat armrest |
| * Front passenger seat armrest | * Vinyl front seat upholstery |
| * Carpet front seatback upholstery | * Hydraulic disc brakes |
| * 4-wheel antilock (ABS) brakes | * Hill start assist |

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle

- 14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection
- Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi Included
- Battery - One 900 CCA, Includes Steel Battery Box
- 30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl
- Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth STD
- Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width STD
- Paint Type - Environmentally Friendly, "3 - Wet System" STD
- Bumper, Front - Black, Full Width Included
- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals
- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals
- Painted Grille - Plastic
- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights
- Tow Hooks, Front (2) - Frame-Mounted, Painted Black
- Floor Covering - Black Vinyl
- Intelligent Oil Life Monitor

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Prepared 03/11/2024

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle

- Steering Column - Tilt / Telescoping
- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls
- 12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type
- Taper-Leaf Springs, Parabolic - 13,200 lb. Cap
- Multi-Leaf Springs - 23,000 lb. Cap
- 224" Wheelbase/150" CA/87" AF/350" OAL
- GVWR Limit: 37,000 lbs.
- Gray
- Net Invoice Fleet Option
- Ship-Thru - NFS National Fleet Services
- Pre-Delivery Inspection
- Oxford White
- Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul
- Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop
- 7.17 Axle Ratio
- CNG/LNG Gauge Cluster (92G)

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Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: JoshStake

As Configured Vehicle

- Gaseous Fuel Prep Pack
- Enhanced Cluster w/High-Level 8-Inch Display
- Jump Start Stud - Remote Mounted
- Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined)
- Back-Up Alarm - Electric, 102 dBA
- Rear View Camera w/Mirror Display
- Four Body Builder Switches - Mounted in Center Instrument Panel
- Power Equipment Group - (Included in (90A) Appearance Group)
- SecuriLock Passive Anti-Theft System
- Remote Keyless Entry w/2 Key Fobs

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**Eco-Ready Fleets.
Better Strategy. Better Solution.**

QUOTE / ORDER FORM

*Landi Renzo has over 60 years of global experience providing millions of alternative fuel systems in over 60 countries. As a **Ford Qualified Vehicle Modifier (QVM)** system **developer** and **installer**, Landi Renzo is recognized as a leader in supplying alternative fuel systems in the United States.*

Quote #	042424_Watsonville
Model Year	2025
Fuel Type	Dedicated
Configuration	Regular Cab
Drive Type	4x2
P/U or Chassis	16' Stake Bed
Wheelbase/CA	224" WB / 150" CA
GVWR	
Bed Length	N/A
Shipping	
GGE	34GGE

Date
4/24/24

Customer
Watsonville Fleet Group

End User
City of Montebello

Point of Contact
Joshua Jerome

F-650/750 7.3L with Gaseous Prep Option

- CARB Pending. Likely Q3/Q4 timeframe.
- Complies with all federal, state, and local requirements.
- Warranty is an industry leading 3-years or 50,000 miles, whichever occurs first.
- Includes complete system (low and high pressure) CNG system and installation.
- (2) Cylinders located Back of Cab.
- Requires 23" of space from Back of Cab to back of CNG compartment.
- Includes all the industry standard features for the CNG system/Back of Cab.
- Lead time for Parts is a minimum of 4 months from receipt of Purchase Order.
- Watsonville Fleet responsible for delivering F-750 to Landi in Torrance.
- Landi, at the request of Watsonville Fleet, is able to deliver to City of Montebello at no cost.

+10% on final quote = \$35,961.20

1) Vehicle must be ordered with Ford Gaseous Fuel Prep Engine.
2) Lead time for components is 5 months from receipt of PO
3) Quote is valid for 60 days from quote.
Please send to pshaffer@landiusa.com

Units	1
Each	\$ 32,692
Total	\$ 32,692

Accepted By

Date

**CALIFORNIA TRUCK EQUIPMENT CO.**

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	End User	Quote Date	Quote #
Watsonville Fleet Group 1601 W. Main St. Alhambra, CA 91801 Joshua Jerome 626-457-5590 'Sourcewell Purchase'	<u>ctec-truckbody.com</u> City of Montebello 400 So. Taylor Ave. Montebello, CA 90640 Att: Rohan Anderson 'New' F-750 / C-TEC 'Stake Bed Truck'.	4/18/2024	14677
		Terms	Net 30
		FOB	C-TEC
		Rep	DH

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F-750	CNG	no	DRW	N/A		

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
Basic Truck Chassis Notes ; Ford F-750 @ 33K# GVWR / Factory W.B. @ 224" - <u>Factory C.A. @ 150"</u> Ford Six (6) Speed Auto Trans. 'Hydraulic Brakes' This vehicle will 'Not Tow' any trailer. <u>CNG Fuel Tanks - 'Vertical Stack' / 'Compartment' behind cab.</u> <u>16' Stake Body 'requires aprox.' : 120" C.A. 'usable'.*</u> * (rearward of CNG Tank 'Housing'.) C-TEC to Furnish & Install Complete ; =====		

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date _____	Tax (9.5%)
Print Name _____ PO # _____	Total
ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES	

**CALIFORNIA TRUCK EQUIPMENT CO.**

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	End User	Quote Date	Quote #
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		Terms	Net 30
		FOB	C-TEC
		Rep	DH

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F-750	CNG	no	DRW	N/A		

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
16' Long C-TEC 'STAKE BED BODY'. Basic Body 'Construction Specs' ; 7 Ga. Steel Side & End Rails. / Pre-punched Stake Pockets both sides & rear. Crossbars on 12" continuos centers. 1 1/8" (5/4) S.L. 'Hardwood' Floor Planks. Oil Coated. Long Sills : 5" Structural Channel. 1.5" S4S / 'HW' top chassis frame cushion strips (full lengh of body). Bolt down 'body mount'. 'U' Bolts & 'Shear Plates' direct attachment to chassis frame. Front Headboard : 60" High 'x' full body width. All 2x3 RST bracing. / Solid Faced Steel Diamond Plate @ 1/8" thick. Side & End Gates ; 48" high / ea. Double stacked bottom boards. (6) total 'slats per gate section. Aluminum 'extruded' horizontal 'Slats'. Steel Vertical Stake 'posts'. (Powder coated : Black.) All Grade '5' Bolted assy. Four (4) Sections Ea. Side & Two (2) Sections @ Rear.		

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date_____	Tax (9.5%)
Print Name _____ PO # _____	Total

**ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD
DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES**

**CALIFORNIA TRUCK EQUIPMENT CO.**

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		Terms	Net 30	
		FOB	C-TEC	
		Rep	DH	

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F-750	CNG	no	DRW	N/A		

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
Cargo / Load 'Binders / 'Straps' & 'D.S. Tie Hooks'. Binders are 'Combo Type' : 4" web strap & Rope Cord 'Peg'. Six (6) Binders on C.S. 12 H.D. Tie Hooks on S.S. Ea. Binder to have 4" DOT approved Web Staps @ (6) Total. Also Including One (1) : 'Binder Bar'		
Two (2) Ground to Body access stirrup step Ladders @ '3' Rungs Ea. Upper 'adjacent' Grab Handle & Removable Grab Rod. i.e. : 3-Pt. Ingress / Egress		
LIFT GATE / Electric - Hyd. @ 3,300 lbs. Lift Capacity. Tuck Under / Fold Under 'Style'. Waltco / Hiab Model Series : EM-33 Hyd. Power Down operation for ease of 'Deploying'. 84' Wide Platform / 2 - Piece Fold Out. Overall 'deployed Depth' @ 48' Wedge Shaped Platform for 'ease' of rolling cargo dollies 'on & off'. Side Steps & Combo Dock bumpers. In Cab 'Shutt Off' Switch, 'override'. Dual Controls : One 'fixed' & One plug in Pendent hand held control.		

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date _____	Tax (9.5%)
Print Name _____ PO # _____	Total

**ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD
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QUOTE

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						4/18/2024		14677			
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				FOB		C-TEC					
				Rep		DH					
Model Cab		Fuel		Truck Available		Rear wheel		Bed width Compartment depth		CA	
F-750		CNG		no		DRW		N/A			
PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA											
Description								Qty		Total	
Two (2) Ea. 'Underbody moun ted Tool Storage Boxes ; D.S. ; 48" Long. Key Lock & Weather Sealed. C.S. : 60" Long Key Lock & Weathersealed. Front Bumper Mounted : Traffic Cone Holders @ Two (2) Ea. Fixed Mount / Vertical & Extended for bumper clearance. Powder Coat :Painted : Red Extra Traffic Warning Safety Lighting ; ECCO ' 21 Series' Light Bar. OEM # 21-00009-E 52" Long / 16 LED TIR Optics Mounted w/ extended brackets from top of body bulkhead over top of CNG Tank Housing for full rear bulkhead 'clearance'.											
QUOTE VALID FOR 30 DAYS						Subtotal					
Order accepted by: _____ Date _____ Print Name _____ PO # _____						Tax (9.5%)					
						Total					
ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES											

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				FOB	C-TEC		
				Rep	DH		
Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA	
F-750	CNG	no	DRW	N/A			
PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA							
Description						Qty	Total
ECCO Mini Strobe Light Flashers. OEM # : 'ED-3777X'. Six (6) Total ; Two (2) Ea. at cab front grill. One (1) Ea. side of body 'mid ship' / recessed under side rails. Two (2) Ea. @ rear of truck at lift gate 'corners'. Complete Set of Customer Dwgs. will be provided by C-TEC for : Customer 'Approval' A.R.O. Unit Complete & 'Ready For Use'. F.O.B. C-TEC ***** This C-TEC Quote is an : 'Exact Duplicate' (i.e. : Specifications & Price) of 'previous' C-TEC Quote No. 14553 / dated 03-06-2024 for : City of Redondo Beach. ***** +10% on final quote = \$54,886.70							
QUOTE VALID FOR 30 DAYS				Subtotal		\$49,897.00	
Order accepted by: _____ Date _____				Tax (9.5%)		\$0.00	
Print Name _____ PO # _____				Total		\$49,897.00	
ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES							



ITEM # 21

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **NOTICE OF INTENT TO ESTABLISH A QUIET ZONE AT RAILROAD CROSSINGS**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Notice of Intent to establish a Quiet Zone at railroad crossings at South Vail Avenue, Maple Avenue, South Greenwood Avenue and South Montebello Boulevard; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the subject matter. If approved, City Staff shall come back at a future City Council meeting and present the various options to construct the improvements. Action related to budget appropriations will be made at that time.

BACKGROUND/DISCUSSION:

The Federal Railroad Administration (FRA) is committed to reducing the number of collisions at highway-rail grade crossings, while establishing a consistent standard for communities who opt to preserve or enhance quality of life for their residents by establishing quiet zones within which routine use of train horns at crossings is prohibited. Federal regulations require that locomotive horns begin sounding 15–20 seconds before entering public highway-rail grade crossings, no more than one-quarter mile in advance.

The City, as the entity responsible for traffic control and law enforcement at the rail crossings, is allowed to create quiet zones. A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade

crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings.

In order to create a quiet zone, one of the following conditions must be met:

1. The Quiet Zone Risk Index (QZRI) is less than or equal to the Nationwide Significant Risk Threshold (NSRT) with or without additional safety measures such as Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs) described below. The QZRI is the average risk for all public highway-rail crossings in the quiet zone, including the additional risk for absence of train horns and any reduction in risk due to the risk mitigation measures. The NSRT is the level of risk calculated annually by averaging the risk at all of the Nation's public highway-rail grade crossings equipped with flashing lights and gates where train horns are routinely sounded.
2. The Quiet Zone Risk Index (QZRI) is less than or equal to the Risk Index with Horns (RIWH) with additional safety measures such as SSMs or ASMs. The RIWH is the average risk for all public highway-rail crossings in the proposed quiet zone when locomotive horns are routinely sounded.
3. Install SSMs at every public highway-rail crossing. This is the best method to reduce risks in a proposed quiet zone and to enhance safety.

Supplementary Safety Measures (SSMs) are pre-approved risk reduction engineering treatments installed at certain public highway-rail crossings within the quiet zone and can help maximize safety benefits and minimize risk. SSMs include: medians or channelizing devices, one-way streets with gates, four quadrant gate systems, and temporary or permanent crossing closures.

Alternative Safety Measures (ASMs) are safety systems, other than SSMs, that are used to reduce risk in a quiet zone. ASMs typically are improvements that do not fully meet the requirements to be SSMs and their risk reduction effectiveness must be submitted in writing and approved by the FRA. A diagnostic meeting must be held with interested and pertinent parties.

A Diagnostic Team Meeting was held on the field at the crossings on November 17, 2022. The diagnostic was attended by representatives from the Public Authority, San Gabriel Valley Council of Governments (SGVCOG), CalTrans, FRA, California Public Utilities Commission (CPUC), Metrolink and consultants representing Union Pacific Railroad (UPRR). The minutes from the diagnostic were provided to all attendees (Attachment A). A follow-up virtual meeting was held with all stakeholders on September 28, 2023.

LIST OF ALL CROSSINGS WITHIN THE PROPOSED QUIET ZONE

Signs and pavement markings will be refreshed and brought up to California Manual on Uniform Traffic Control Devices (CA-MUTCD) requirements. The additional proposed improvements for both the roadway and pedestrians are indicated in the table below.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 3 of 3

USDOT Crossing Number	Milepost	Street Name	Proposed Roadway Improvements	Proposed Pedestrian Improvements
811077	7.800	South Vail Avenue	Medians - ASM	Pedestrian gates on west side of the roadway.
811076V	8.000	Maple Avenue	4-Quadrant Gates - SSM	Pedestrian gates on east and west side of the roadway.
811075N	8.300	South Greenwood Avenue	Medians - ASM	Pedestrian gates on east and west side of the roadway.
811074G	8.530	South Montebello Boulevard	Closure (Grade Separation) - SSM	Closure with Construction of New Grade Separation.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon receiving City Council approval, the Notice of Intent shall be mailed at least 60 days before the mailing of the Notice of Quiet Zone Establishment. A party that receives a copy of the public authority's Notice of Intent may submit information or comments about the proposed quiet zone to the public authority during the 60-day period after the date on which the Notice of Intent was mailed.

ATTACHMENT(S)

1. Attachment A - Notice of Intent to Create a New Quiet Zone in Montebello, CA

NEXT STEPS:

N/A

April 15, 2024

Karl Alexy

Associate Administrator for Railroad
Safety & Chief Safety Officer
Federal Railroad Administration

Aaron Thompson

Amtrak Senior Safety Reporting Analyst
National Railroad Passenger Corporation

Matthew Bond

Program and Project Supervisor
California Public Utilities Commission

Melinda DuBay

Manager I, Engineering & Public Projects
Union Pacific Railroad

Carlos Ruiz

CALTRANS
District 7 – Los Angeles

Carrie Inciong

Senior Project Manager
San Gabriel Valley Council of Governments

Ryan Galleher

Railroad Civil Engineer
Metrolink – SCAX

Subject: Notice of Intent to Create a New Quiet Zone in Montebello, CA

To whom it may concern,

The City of Montebello, CA (Public Authority) is providing the following Notice of Intent to Establish a New Quiet Zone (QZ) in Montebello, CA pursuant of 49 CFR Part 222 (Horn Rule). The Public Authority plans to establish the QZ under 222.39(b)(1), Public Authority application to the FRA.

SECTION 1 – LIST OF ALL CROSSINGS WITHIN THE PROPOSED QUIET ZONE

USDOT Crossing Number	Milepost	Street Name
811077C	7.800	South Vail Avenue
811076V	8.000	Maple Avenue
811075N	8.300	South Greenwood Avenue
811074G	8.530	South Montebello Boulevard

The following railroads currently operate over the crossings within the proposed quiet zone according to FRA Inventory:

- Union Pacific Railroad – UP
- Amtrak – ATK
- Metrolink – SCAX

SECTION 2 – TIME RESTRICTIONS

The routine sounding of horns for the approach to the crossings would be restricted to twenty-four (24) hours a day, seven (7) days a week.

SECTION 3 – TENTATIVE PLANS FOR IMPLEMENTING IMPROVEMENTS

A Diagnostic Team Meeting was held in the field at the crossings on November 17, 2022. The diagnostic was attended by representatives from the Public Authority, San Gabriel Valley Council of Governments (SGVCOG), CALTRANS, Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), Metrolink and consultants representing Union Pacific Railroad (UPRR). The minutes from the diagnostic were provided to all attendees (Appendix A). A follow-up virtual meeting was held with all stakeholders on September 28, 2023 and minutes from the call were provided to all attendees (Appendix B).

Signs and pavement markings will be refreshed and brought up to CA-MUTCD requirements. The additional proposed improvements for both the roadway and pedestrians are indicated in the table below.

USDOT Crossing Number	Milepost	Street Name	Proposed Roadway Improvements	Proposed Pedestrian Improvements
811077C	7.800	South Vail Avenue	Medians - ASM	Pedestrian gates on west side of the roadway
811076V	8.000	Maple Avenue	4-Quadrant Gates – SSM	Pedestrian gates on east and west side of the roadway
811075N	8.300	South Greenwood Avenue	Medians - ASM	Pedestrian gates on east and west side of the roadway
811074G	8.530	South Montebello Boulevard	Closure (Grade Separation) - SSM	Closure with Construction of New Grade Separation

After the 60-day comment period has ended, the Public Authority will be submitting a PAA to the FRA for risk reduction credit towards the medians proposed at South Vail Avenue (811077C) and South Greenwood Avenue (811075N)

SECTION 4 – POINT OF CONTACT

The Public Authority point of contact for the proposed QZ is:

Cesar Roldan
Director of Public Works – Montebello, CA
1600 W Beverly Blvd., Montebello, CA 90640
CRoldan@MontebelloCA.gov
323-887-1462

SECTION 5 – DISTRIBUTION

This notice has been mailed to the following individuals:

Karl Alexy

Associate Administrator for Railroad
Safety & Chief Safety Officer
Federal Railroad Administration
1200 New Jersey Avenue, SE, MS-25
Washington, DC 20590

Aaron Thompson

Amtrak Senior Safety Reporting Analyst
National Railroad Passenger Corporation
1 Massachusetts Avenue, NW 520E
Washington, DC 20001

Matthew Bond

Program and Project Supervisor
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013

Melinda DuBay

Manager I, Engineering & Public Projects
Union Pacific Railroad
1400 Douglas Street
Omaha, NE 68179

Carlos Ruiz

CALTRANS
District 7 – Los Angeles
100 South Main Street
Los Angeles, CA 90012

Carrie Inciong

Senior Project Manager
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016

Ryan Galleher

Railroad Civil Engineer
Metrolink – SCAX
900 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017

CC by email:

Dale Davidson - FRA
Jacob Peterson – FRA

Please provide any comments or a statement of “**No Comment**” within 60 days of postmarked date of this notice.

Sincerely,



Cesar Roldan
Director of Public Works
Public Works



1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1462

w: www.MontebelloCA.gov e: croldan@montebellocal.gov

Appendix A - November 17, 2022 Diagnostic Team Meeting Minutes



SAN GABRIEL VALLEY COUNCIL of GOVERNMENTS (ACE Project)

ACE Montebello Corridor Project

**Vail Ave Crossing (DOT #811077C, Maple
Ave Crossing (DOT #811076V) Greenwood
Ave Crossing (DOT #811075N)
(UPRR LA Sub.)**

Quiet Zone Diagnostic Meeting

2nd Corridor Safety Diagnostic Meeting

Held On-Site on November 17, 2022 - 11:00 am (West Coast time)

FIELD NOTES / MEETING MINUTES

Purpose: Follow up to 1st Diagnostic meeting held on Oct. 10, 2022 to perform an on-site review and evaluation at each crossing and to perform the Quiet Zone Diagnostic Meeting with the following objectives:

- A quadrant-by-quadrant review at each crossing (Vail Ave. – Maple Ave. – Greenwood Ave.) will be conducted to determine safety modifications made at each crossing as part of this corridor project and will include any recommendations for a Quiet Zone to be implemented from Vail Ave. (811077C) through Montebello Blvd. (810074G) which will be treated with a new overhead grade separation to replace the at-grade crossing.
- Observe existing Crossing usage patterns for vehicles, pedestrians & cyclist.
- Exchange and evaluate crossing data.
- Document any existing crossing conditions that require immediate action.
- Review proposed crossing improvements / modifications and access compatibility with existing field conditions.
- Review most recent plan review comments made by CPUC & UPRR that reference - “To be discussed / resolved at Field Diagnostic meeting”.
- Review most recent plan review comments and reach concurrence on those comments that Stakeholders have differing comments / recommendations of the desired improvements to be constructed.
- Conclude Diagnostic meetings with a clear understanding of proposed improvements agreeable to the Diagnostic Team



I. Safety Briefing & UPRR protocol

1. UPRR (Nick Vineyard) will serve as EIC (Employee-in-Charge) and provided the following Safety Briefing comments:
 - a. In case of emergency / accident the following people will have responsibilities as noted:
 - UPRR (NV) has First Aid kit available
 - M&N (Phil Balmeo) will call 911
 - UPRR (Tim Oster) will administer CPR
 - b. At all times during the Diagnostic Meeting attendees must stay within the street right-of-way.
 - c. There are 2 active / live tracks with heavy rail usage (2019 – 40 trains /day avg.) attendees must stay 15 ft. min away from the tracks should there need to be a reason to enter the RR ROW.
 - d. Attendees will cross the tracks as a Group – UPRR (NV) will lead the Group and UPRR (Alex Campbell) will be last person in the Group to cross.
 - e. Avoid cell phone usage & no pictures are to be taken.

II. Opening Comments / Introductions

1. Overview of meeting, protocol and procedure.
 - a. UPRR (NV) mentioned that at each crossing the group will meet at each quadrant (NW-NE-SW-SE) of the crossing and discuss pertinent plan review comments /issues relevant to the respective quadrant & reach resolution before moving to the next quadrant.
2. Sign-in Sheet – SEE ATTACHED

III. Proposed At-Grade Safety Improvements

1. **Action Item(s) from 1st Field Diagnostic meeting** that pertain to all 3 grade crossings.
 - a. *Provide the Diagnostic Team with any updated accident/incident history they may have occurred at/near the 3 crossings.*
 - Traffic Collision Report # 12-7363 dated November 13, 2012 received from the City on January 13, 2023 is included as Exhibit E.
 - b. *Various Truck turning movements at each crossing.*
 - As part of the support material for the meeting M&N handed -out corresponding truck turning movements.
 - See attached Exhibits A thru C for respective truck turning templates



2. Vail Ave. crossing (MP 7.8 LA Sub – DOT 811077CV)

- a. *Proposed Quiet Zone Treatment – Medians will be installed but due to the existing driveways and needs for industrial access, credit will not be requested for the median installations.*
- b. *Proposed Improvements – Re-submittal Final Design occurred December 22, 2022*
 - *Traffic Signal with RR Pre-emption – Vail / Mines intersection*
 - *Queue cutter downstream of traffic signal*
 - *Median Island*
 - *NB & SB crossing gates*
 - *RR ped gates*
- c. Overview comments
 - i. UPRR has recently assigned a new Manager of Track Maintenance (MTM) to this territory. UPRR (NV) will reach out to the MTM and ask if the crossing surface can be extended or if it needs to be replaced as UPRR recently replaced the entire crossing surface.
 - Diagnostic team agreed that 10 ft. from edge of panel to back of sidewalk is too much and 2 ft. is acceptable
 - ii. Diagnostic team agreed the project should ensure raised median island and other curb & gutters terminate 10 ft. from track center line.
 - iii. UPRR asked M&N to confirm / verify if bulb outs in the curbs are still needed since new CPUC No. 9's are being installed.
 - iv. All CPUC No. 9's to be located 15 ft. from track centerline.
 - v. CPUC No. 9's to be located parallel to tracks. UPRR (NV) will request variance from UPRR std. perpendicular location.
- d. **NE Quadrant – Vail Ave.** (Bimbo Bakery facility & 25 ft. easement within UPRR ROW used for offloading empty bread trays from 53 ft tractor trailers).
 - i. During the Diagnostic meeting 2 – 53 ft. tractor trailer Bimbo Bakery trucks were observed within an hour of each other exited westbound (WB) from the 25 ft. easement / building appendage (aka the “Tunnel”) and made left turns at Vail Ave. in a very close proximity to the crossing and proceeded southbound (SB).
 - Diagnostic team strongly prefer to eliminate this left turn SB movement and establish a “channelized” right turn only NB turn movement.
 - Diagnostic team suggested constructing a directional “pork chop” in the east side curb & gutter as part of the exit driveway to channelize the turn movement and consider a 2 ft high wall / steel bollard barrier south of the driveway to ensure no left turn movements can be made.
 - ii. Proposed NB exit gate to be deleted. Taking the previous discussion into consideration, it was agreed by Diagnostic team that if the forgoing barrier / directional “pork chop” are incorporated into the design to promote right turns only exiting the facility, then a NB exit gate will NOT be required.



iii. Action Items: M&N will provide the following:

- Updated truck turning templates for the WB to NB truck turning movement and associated improvements needed at the Bimbo Bakery outlet parking lot to accommodate the truck movement. It's anticipated Bimbo Bakery may lose 1 to 2 parking spaces on the south side of their parking lot and relocation of a water line air release valve above ground structure.
 - Re-striping / median island re-configuration to accommodate the SB to EB truck left turning movement to accommodate Bimbo's 1 -way (EB) entrance into their building (shared entrance with Bimbo Bakery outlet store).
- In response to the foregoing Action items - See attached Exhibits A thru C for updated truck turning templates and re-striping / median island re-configuration.

e. NW Quadrant- Vail Ave. (Bimbo employee parking lot)

- i. It was noted / observed by attendees that the parking lot located adjacent & just north of the UPRR ROW in this quadrant is for Bimbo Bakery employees ONLY (key card required for access) with parking stalls and drive aisles striped to accommodate passenger vehicles / small trucks (pick-up trucks). The driveway nearest the crossing (south driveway) is an exit only driveway, while the driveway to the north is an entrance only. The north driveway has a gate with key card access located approx. 20 ft. west from westerly street curb (entrance throat) which allows vehicles to pull off the street, clearing the traveled lanes while waiting for the gate to open.
 - The proposed median island will restrict the south driveway (exit only) to right turn movements only (EB to SB movement).
 - Discussions pertaining to extending the median island to prohibit NB to WB left turn movements into the north driveway, resulted in the City & M&N working together on a solution that accommodates:
 - The Bimbo WB to NB right turn movements from the "tunnel" exit discussed above in the NE Quadrant.
 - The Bimbo SB to EB left turn movement into their bakery outlet store & entrance only to their truck loading area.
 - Avoids use of a narrow width concrete median curb.
 - Minimizes City maintenance – hence avoid use of plastic curb / channel cones.
- ii. SB cantilever - UPRR (NV) will confirm with UPRR signal designer if the SB Cantilever in the interim condition is not needed with 2 SB vehicle approach lanes.



iii. UPRR access gate & fencing type.

- Location: UPRR voiced concern as shown on the plans, their equipment, particularly a truck with backhoe on a trailer couldn't clear the street travel way while parked in the access driveway "throat" to unlock the gate.
 - CPUC stated they recommend a minimum "throat" length of 25 ft. from curb to gate.
 - UPRR (NV) will coordinate with his signal and track Team and "mark-up" a plan to provide direction of what is desired.
- Gate & Fencing type
 - CPUC is okay with tube type fencing as long as it's close to the ground so pedestrians can't crawl under.Upon Further discussion – all parties were agreeable to matching the existing wrought iron fencing used at the Bimbo employee parking lot.

iv. Sidewalk skew (west side).

- Concern was voiced by Diagnostic team of the abrupt skew angle on the south side of crossing for ADA ped path of travel where it joins the street sidewalk (SW Quadrant). Diagnostic team was in agreement that the sidewalk alignment on the west side of the crossing could be skewed where it crosses the tracks and not adhere to 90 degrees in order to improve the skew on the south where it joins with the street sidewalk path of travel. The skew angle should be no more than 60 degrees.

v. Signage & Striping

- R X R pavement marking for the SB approach to the crossing needs to be re-installed.
- Immediate Recommendation: Re-align W10-1 and W48(CA) signs located south of Ferguson Drive and remove the W10-1 and W48(CA) signs located north of Ferguson Drive.

NOTE: Follow up after this diagnostic meeting, new R X R markings will be painted per project plan TS-102 (sht. 78 of 555) see attached Exhibit D to these meeting minutes.

f. **SW Quadrant – Vail Ave.** (Chevron Facility)

- i. Ped gate – orient to the flow / direction of ped path when final alignment of sidewalk is determined as discussed in NW quadrant above.
- ii. Railing at back of sidewalk – open pipe ends.
 - The railing in question is located on private property. M&N will advise the City of the safety concern of the two open pipe ends and request the property owner to eliminate an impaling hazard to pedestrians (bicyclists, skateboarder, someone moving at a fast pace, etc).



g. SE Quadrant- Vail Ave. (Mines Ave. intersection)

- i. UPRR standard is 15 ft. from track centerlines to tip of gate – M&N to confirm not 18.7 ft. as shown on plan.
- ii. Signage & stripping:
 - Immediate Recommendation: Missing W10-4 on WB Mines Ave. prior to intersection (See Section VIII for sign visual reference).

NOTE: Follow up after this diagnostic meeting, a new W10-4 sign will be installed per project plan TS-102 (sht. 78 of 555) see attached Exhibit D to these meeting minutes.

3. Maple Ave. (Concept Phase) crossing (MP 8.0 LA Sub- DOT 811076V)

- a. *Proposed Quiet Zone Treatment – Four quadrant gates are proposed at this location as a safety improvement for the corridor safety project. Credit for the four quadrant gates will be requested as part of the Quiet Zone.*
- b. *Proposed Improvements – 30% /35% submittal targeted for Dec. 19,2022*
 - *Eliminated pedestrian overhead structure and keep open to vehicular & pedestrian traffic.*
 - *RR quad gates*
 - *RR ped gates*
- c. Overview comments
 - i. Same safety briefing as conducted at Vail Ave.
 - ii. The city stated that this crossing is not part of the planned detour route during work on the grade separation at Montebello Blvd. They plan to provide public outreach, signage, etc. to ensure the public is aware of the proper detour route. Some on the Diagnostic Team have expressed concern about traffic increase due to the detour.
 - iii. Same comment regarding UPRR access gate and ped gates as Vail Ave. Hence, eliminate 3-rail tubular railings, UPRR security gates and chain link fencing. – use railing and gates agreed to for Vail Ave. UPRR (NV) will mark up plan with recommended configuration for UPRR access entry.
 - iv. Quad gate tips should be 1 ft. apart & show dimension on the plans including gate lengths.
 - v. All CPUC No. 9's to be located 15 ft. from track centerline.
 - vi. Quad gates to be located parallel to tracks. UPRR (NV) will request variance from UPRR std. which is perpendicular to tracks. (Did not mention at diagnostic but UP will request the road authority provide the exit gate clearance time they are requesting for the four-quadrant gate system).
 - vii. The planned improvements will require complete replacement of the existing concrete crossing.
 - viii. Per UPRR Standard, Exit gates will be treated with flashers located on the approach side to the crossing and will not include back lights.
 - ix. Provide unwalkable surface (grouted cobbles) for pedestrians between curb and sidewalk when sidewalk is not adjacent to curb – hence parkway area between curb & sidewalk within RR ROW.



- x. UPRR pre-diagnostic observations- UPRR has previously been on-site for an extended period and observed driver behavior including but not limited to the following:
- Vehicles driving around the crossing gates when down.
 - Student drop off, vehicles park all along Maple Ave. and near the crossing to drop off students.
 - The Diagnostic Team recommended more enforcement during school drop off and pick up times to modify this behavior.
 - Tractor-trailers delivering to Bimbo Bakeries stopping north of track in northbound lane for extended lengths of time causing vehicles to queue onto the track waiting for gap to go around the truck stopped in the northbound lane
 - Pedestrians (primarily students) crossing the tracks on both sides of street in groups of 4 to 6 students. Jay walking occurring across the tracks and on Maple Ave, noticeable on the south side of the crossing from the school driveway on the east side of street directly crossing the street to the Montebello Dairy on the west side.
 - Large truck stopping south of the tracks for extended length of time waiting to deliver to the Montebello Dairy. Truck eventually proceeds to back into the Dairy and block traffic causing potential queuing on the tracks.
 - Observations during the diagnostic meeting showed the drivers pulling to the right to monitor traffic to identify a “reasonable” gap in traffic to perform this maneuver. It appears these drivers are trying to minimize traffic queues. Based on their operation, there does not appear to be any reasonable modification that can be made to change this operation without relocating the facility which is not likely.
 - Semitrucks and school buses observed at the crossing for both NB and SB approaches
 - Vehicles making SB to EB left turns into the school driveway located in the SE quadrant of the crossing even though this is an exit only driveway. Observed 2 cars waiting for gap in traffic to make left turn and causing queueing on tracks.
 - The Diagnostic Team recommended more enforcement during school drop off and pick up times to modify this behavior
- d. **NE Quadrant- Maple Ave.** (Putty Business with loading dock)
- i. City / MN to provide truck turning moments, frequency and type of trucks utilizing the driveway of the business adjacent to UPRR ROW.
 - ii. During Diagnostic meeting – NB truck stopped in traveled lane north of crossing, driver exited the truck and walked across the SB lane to check in at the Bimbo Bakeries security gate. The stopped truck caused other NB vehicles to stop and then wait until there were no SB vehicles before pulling into the SB lane to proceed NB around the stopped truck.
 - M&N will work with the City & Bimbo Bakeries to reach a solution. The street appears to be wide enough to provide a striped median island in the middle of the street so trucks can stop in the island, allowing vehicles to safely pass to the right as normally would be performed and not into opposing traffic. Alternatively, the Bakery will consider the option to allow drivers to pull into their facility for deliveries prior to the need for drivers to meet with the guardhouse to identify their drop off location.



- CPUC noted that parking on the east side should be considered to be removed if additional room is needed for the striped median.
- iii. Add painted red curb to eliminate parking preferable 100 ft. (60 ft. minimum) north from crossing gate.
- e. **NW Quadrant- Maple Ave.** (Bimbo Bakeries primary loading dock area)
 - i. Diagnostic team would like an understanding of the truck movements that utilize the 25 ft easement area within UPRR ROW – hence do the trucks pull in or back in or both.
 - ii. Signage & striping:
 - Diagnostic team would like to add a R8-8 sign “DO NOT STOP ON TRACKS” for the SB approach to the crossing.
- f. **SW Quadrant - Maple Ave.** (Montebello Dairy)
 - i. During Diagnostic meeting – NB delivery truck partially drove into SB lane stopped and backed SB crossing / blocking the SB lane westerly into the Dairy loading dock. UPRR mentioned that they observed a 53 ft. tractor trailer make a similar movement earlier in the morning.
 - City to work with business to determine a safer movement. Perhaps limit truck movements outside school hours.
 - Observations during the diagnostic showed the drivers pulling to the right to monitor traffic to identify a “reasonable” gap in traffic to perform this maneuver. It appears these drivers are trying to minimize traffic queues. Based on their operation, there does not appear to be any reasonable modification that can be made to change this operation without relocating the facility which is not likely.
 - ii. Add painted red curb to eliminate parking preferable 100 ft. (60 ft. minimum) south from crossing.
- g. **SE Quadrant- Maple Ave.** (Applied Technology Center High School)
 - i. Using Maple Ave. as a school drop off near the crossing is a serious safety concern and the following was discussed for consideration /immediate action:
 - Add painted red curb to eliminate parking preferable 100 ft. (60 ft. minimum) south from crossing gate.
 - Eliminate SB to EB (left) turn movement into school driveway.
 - City / SGVCOG to discuss with school options of other drop off locations / circulation and use the school driveway as an exit only.
 - Providing more enforcement / warnings during school drop off and pick up to help modify driver behavior.



- ii. Quiet Zone – FRA voiced strong concern for pedestrian safety at this crossing and stated unless there is a “proactive” approach that the City will enforce a safe area – the FRA would not process the Quiet Zone application. UPRR supported FRA’s position and would also want to see an Action Plan for a QZ.
 1. The Diagnostic Team recommended to the city that application of no parking signs, red curb markings and enforcement are appropriate methodologies to mitigate school drop off pedestrian issues.
 2. *Post diagnostic note: It is worth noting that while this is a concern, pedestrian activity along public roadways is not a justification to prevent a Quiet Zone in CFR Part 222.*
- iii. Diagnostic Team discussed if the existing RR cantilever can be removed for the NB approach to the crossing and determined that visibility to the RR flashers will be required and verified for the RR cantilever to be removed.
- iv. Power Pole sight line. An existing power pole appears to be blocking line of sight to the existing cantilever RR signal mast flasher. M&N will check sight line and consider shifting / bulb out in curb & gutter to eliminate sight line issue for the proposed road side flasher and gate. M&N will also prepare truck turning template from school driveway to shifted / bulbbed out curb. If bulb out is used, the team agreed this may allow the removal of the cantilever if sight distances are adequate.
- v. Signage & striping:
 - Diagnostic team recommended addition of an R8-8 sign “DO NOT STOP ON TRACKS” for the NB approach to the crossing.
 - Diagnostic Team noted that vegetation should be maintained to prevent blocking the visibility of advance warning signs and railroad flashing lights.
 - The existing W10-1 and W48(CA) signs and RxR pavement markings current setback distance from the crossing was discussed. The Diagnostic Team recommended that the signs and pavement markings be relocated close to the crossing per CA MUTCD minimum setback distance.

4. Greenwood Ave. (MP 8.3 LA Sub – DOT 811075N)

- a. *Proposed Quiet Zone Treatment – Medians will be installed here as a safety modification for the corridor safety project, Credit as an SSM or ASM will not be requested as part of the Quiet Zone.*
- b. *Proposed Improvements – Re-submittal Final Design occurred December 22, 2022*
 - *Traffic Signal with RR Pre-emption – Greenwood / Truck Way intersection*
 - h. *Queue cutter downstream of traffic signal*
 - *Median Island*
 - *NB & SB crossing gates*
 - *RR ped gates*



c. Overview comments

- i. Same safety briefing as conducted at Vail Ave.
- ii. Same comment regarding UPRR access gate and ped gates as Vail Ave. Hence, eliminate 3-rail tubular railings, UPRR security gates and chain link fencing. – use railing and gates agreed to for Vail Ave. UPRR (NV) will mark up plan with recommended configuration for UPRR access entry.
- iii. Diagnostic team – Apply applicable revisions from Vail Ave. & Maple Ave. to this crossing.
- iv. UPRR asked M&N to confirm / verify if bulb outs in the curbs are still needed since new CPUC No. 9's are being installed. Eliminate bulb outs if possible.
- v. All CPUC No. 9's to be located 15 ft. from track centerline.
- vi. CPUC No. 9's to be located parallel to tracks. UPRR (NV) will request variance from UPRR std. which is perpendicular to tracks.

d. NE Quadrant – Greenwood Ave. (Condominium Development)

- i. FRA – Check with condominium complex regarding use of the emergency access gate – it swings out & with the installation of the median may not be accessible without modifications.
- ii. ADA sidewalk pinch point at the street light – show dimensions / detailing of pinch point.
- iii. Queue loops located north of track will be interconnected with Greenwood Ave / Truck Way Drive traffic signal only.

e. NW Quadrant – Greenwood Ave. (City Public Works Office)

- i. Signage & striping:
 - SB approach to crossing – existing W10-1 has a “Caution Bus Crossing” sign located at top and then W10-1 sign below and then W48(CA) sign that reads “2 Tracks” below the W10-1 sign- UPRR request W10-1 & “2 Tracks” signs to be on a separate post and relocated closer to the crossing along with the R x R pavement markings.

NOTE: Follow up after this diagnostic meeting, a new W10-1 sign will be installed per project plan TS-104 (sht. 80 of 555) see attached Exhibit D to these meeting minutes

f. SW Quadrant – Greenwood Ave. (School Bus Parking lot)

- i. CPUC asked if the driveway nearest to the crossing could be closed. M&N noted that it could not because it an access point for delivery of propane.

g. SE Quadrant – Greenwood Ave. (Truck Way Intersection)

- i. Signage & striping:
 - Immediate recommendation: Install missing W10-1 and W48(CA) signs for the NB approach to crossing
 - Immediate recommendation: Missing W10-4 on WB Truck Way prior to intersection (See Section VIII for sign visual reference).

NOTE: Follow up after this diagnostic meeting, new W10-1 & W10-4 signs will be installed per project plan TS-104 (sht. 80 of 555) see attached Exhibit D to these meeting minutes

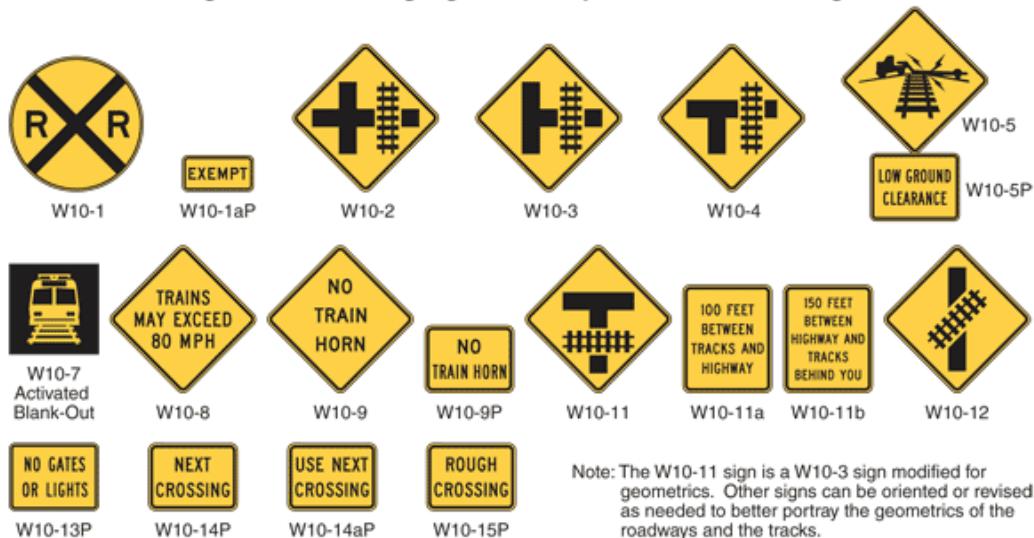


VII. QUIET ZONE (QZ):

1. City's goal is to apply for a Quiet Zone under Part 222.39 (a) (3) of the FRA Horn Rule from Vail Ave. through Montebello Blvd. (Grade Separation Project) approx. total length is 0.75 miles and will include the Maple Ave. & Greenwood Ave, at-grade crossings.
2. Vail Ave. – It was understood by all parties that due to the proximity of the Metrolink Station located approx. 820 ft. west of the Vail Ave. crossing, trains will still sound their horns as they approach Vail Ave. WB which will result in WB UP trains sounding their horns through Vail Ave as they approach the station. The road authority should educate the public concerning this issue to prevent reports that UP is not honoring the quiet zone.
 - It was noted that the UPRR currently sounds their horn for the Metrolink Station pedestrian crossing (DOT 441012L) and since this ped. crossing is not included in the QZ, UPRR will continue to sound their horn as they approach Vail Ave. after the QZ is established.
3. The QZ will be based on the Quiet Zone Risk Index calculations in accordance with the Horn Rule being less than the Risk Index with Horns. Credit for the four quadrant gates to be installed at Maple Ave. and the Montebello Boulevard conversion to a grade separation are sufficient to qualify the corridor as a Quiet Zone per CFR Part 222.39 (a) (3).
4. **CLOSING COMMENT** – FRA (Jacob Peterson) agreed that this meeting satisfied the requirements for a QZ Field Diagnostic Meeting.

VIII. RAILROAD VISUAL SIGNAGE REFERENCE:

Figure 8B-4. Warning Signs and Plaques for Grade Crossings





XI. Action Items

Note: For ease of reference, the following numbering and alphabetical sequence designations are a direct correlation with the foregoing agenda items.

2. Vail Ave.

c. Overview comments:

- i. UPRR (NV) will reach out to the MTM and ask if the crossing surface can be extended or if it needs to be replaced as UPRR recently replaced the entire crossing surface.
- iii. M&N to confirm / verify if bulb outs in the curbs are still needed since new CPUC No. 9's are being installed. This also applies to the Maple & Greenwood crossings as well.

e. NW Quadrant:

- ii. SB cantilever - UPRR (NV) will confirm with UPRR signal designer if the SB Cantilever in the interim condition is not needed with 2 SB vehicle approach lanes.
- iii. UPRR access gate & fencing type.

➤ UPRR (NV) will coordinate with his signal and track Team and “mark-up” a plan to provide direction of what is desired. This applies to the Maple & Greenwood crossings as well.

f. SW Quadrant – (Chevron Facility)

- ii. M&N will advise the City of the safety concern of the two open pipe ends and request the property owner to eliminate an impaling hazard to pedestrians (bicyclists, skateboarder, someone moving at a fast pace, etc).

g. SE Quadrant- (Mines Ave. intersection)

UPRR standard is 15 ft. from track centerlines to tip of gate – M&N to confirm not 18.7 ft. as shown on plan.

3. Maple Ave. (Concept Phase)

c. Overview comments

- vi. Quad gates to be located parallel to tracks. UPRR (NV) will request variance from UPRR std. which is perpendicular to tracks. (Did not mention at diagnostic but UPRR will request the road authority provide the exit gate clearance time they are requesting for the four-quadrant gate system).

d. NE Quadrant- (Putty Business with loading dock)

- i. City / M&N to provide truck turning moments, frequency and type of trucks utilizing the driveway of the business adjacent to UPRR ROW.

e. NW Quadrant- (Bimbo Bakeries primary loading dock area)

- i. M&N to provide Diagnostic team with an understanding of the truck movements that utilize the 25 ft easement area within UPRR ROW – hence do the trucks pull in or back in or both.
- ii. City / M&N to add a R8-8 sign “DO NOT STOP ON TRACKS” for the SB approach to the crossing.

f. SW Quadrant - (Montebello Dairy)

- ii. City / M&N add painted red curb to eliminate parking preferable 100 ft. (60 ft. minimum) south from crossing.



g. SE Quadrant - (Applied Technology Center High School)

- City / M&N - Add painted red curb to eliminate parking preferable 100 ft. (60 ft. minimum) south from crossing gate.
- City / SGVCOG to discuss with school options of other drop off locations / circulation and use the school driveway as an exit only.
- iv. Power Pole sight line. M&N will check sight line and consider shifting / bulb out in curb & gutter to eliminate sight line issue. M&N will also prepare truck turning template from school driveway to shifted / bulbed out curb. If bulb out is used, the team agreed this may allow the removal of the cantilever if sight distances are adequate.
- v. Signage & striping: City/ M&N to add "DO NOT STOP ON TRACKS" sign for the NB approach to the crossing.

4. Greenwood Ave.

d. NE Quadrant – (Condominium Development)

- i. M&N – Check condominium complex regarding emergency access gate – it swings out & with the installation of the median may not be accessible without modifications.

These Quiet Zone & Corridor Safety Diagnostic Meeting Minutes were prepared and compiled from the comments and feedback received from the entire Diagnostic Team in attendance. These meeting minutes and attached Exhibits represent the discussion, direction and consensus reached on the At-Grade Safety improvements to be constructed at the respective crossings.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Keith Gillfillan", is written over a horizontal line.

Keith Gillfillan, P.E.
Moffatt & Nichol, Project Manager

January 17, 2023
Date

Attachments:

- Exhibits A thru C – Vail Ave. Truck Turning Templates
- Exhibit D – Project Detour Signage & Striping plans (5 sheets)
- Exhibit E – Traffic Collision Report # 12-7363 dated November 13, 2012



AT-GRADE SAFETY IMPROVEMENTS AT VAIL, MAPLE, AND GREENWOOD AT UPRR PHASE III - TO #3 - FINAL DESIGN

2nd Field Diagnostic Meeting

Date: 17-Nov-22

Time: 11:00 AM PST

Location: City of Montebello

Vail Ave. & RR Crossing (MP 7.8 LA Subdiv)

SGVCG Agreement No.: 15-02

M&N Job No.: 9003-03

NAME	DEPARTMENT	TITLE / ROLE	PHONE#	EMAIL	PRESENT	
<u>San Gabriel Valley Council of Governments</u> (626) 962-9292						
Inciong	Carrie	Senior Project Manager		cinciong@sgvcog.org	☒	
<u>City of Montebello</u>						
Enriquez	James	Public Works Department	Director of Public Works / City Engineer	(323) 887-1462	JEnriquez@cityofmontebello.com *portion	☒
Montalvo	Rita		Assistant City Engineer		RMontalvo@cityofmontebello.com	☒
<u>Moffatt and Nichol Team</u>						
Balmeo	Phil		Program Manager	(562) 308-5360	pbalmeo@moffattnichol.com	☒
Butler	Ron		Utilities Task Lead	(657) 261-2640	rbutler@moffattnichol.com	☒
Field	Jason		Rail Specialist	(919) 645-0639	jfield@moffattnichol.com	☒
Gillfillan	Keith		Project Manager	(657) 261-2640	kgillfillan@moffattnichol.com	☒
Zaher	Amr		Rail Engineer	(657) 261-2648	azaher@moffattnichol.com	☒
<u>California Department of Transportation (CALTRANS)</u>						
Ruiz	Carlos			(916) 584-3450	carlos.ruiz@dot.ca.gov	☒
<u>CPUC</u>						
Bond	Matthew		Program and Project Supervisor	(213) 407-9544	matthew.bond@cpuc.ca.gov	☒
Powell	Asia		Local Gov't Liaison	(213) 266-4753	asia.powell@cpuc.ca.gov	☒
Truong	Anh		Senior Utilities Engineer (Supervisor)	(213) 248-5396	Anh.Truong@cpuc.ca.gov	☒
<u>FRA (Federal Rail Administration)</u>						
Peterson	Jacob	Grade Crossing, Trespass, and Outreach Division	Railroad Grade Crossing Inspector	(760) 220-8627	jacob.r.peterson@dot.gov	☒



AT-GRADE SAFETY IMPROVEMENTS AT VAIL, MAPLE, AND GREENWOOD AT UPRR PHASE III - TO #3 - FINAL DESIGN

2nd Field Diagnostic Meeting

Date: 17-Nov-22

Time: 11:00 AM PST

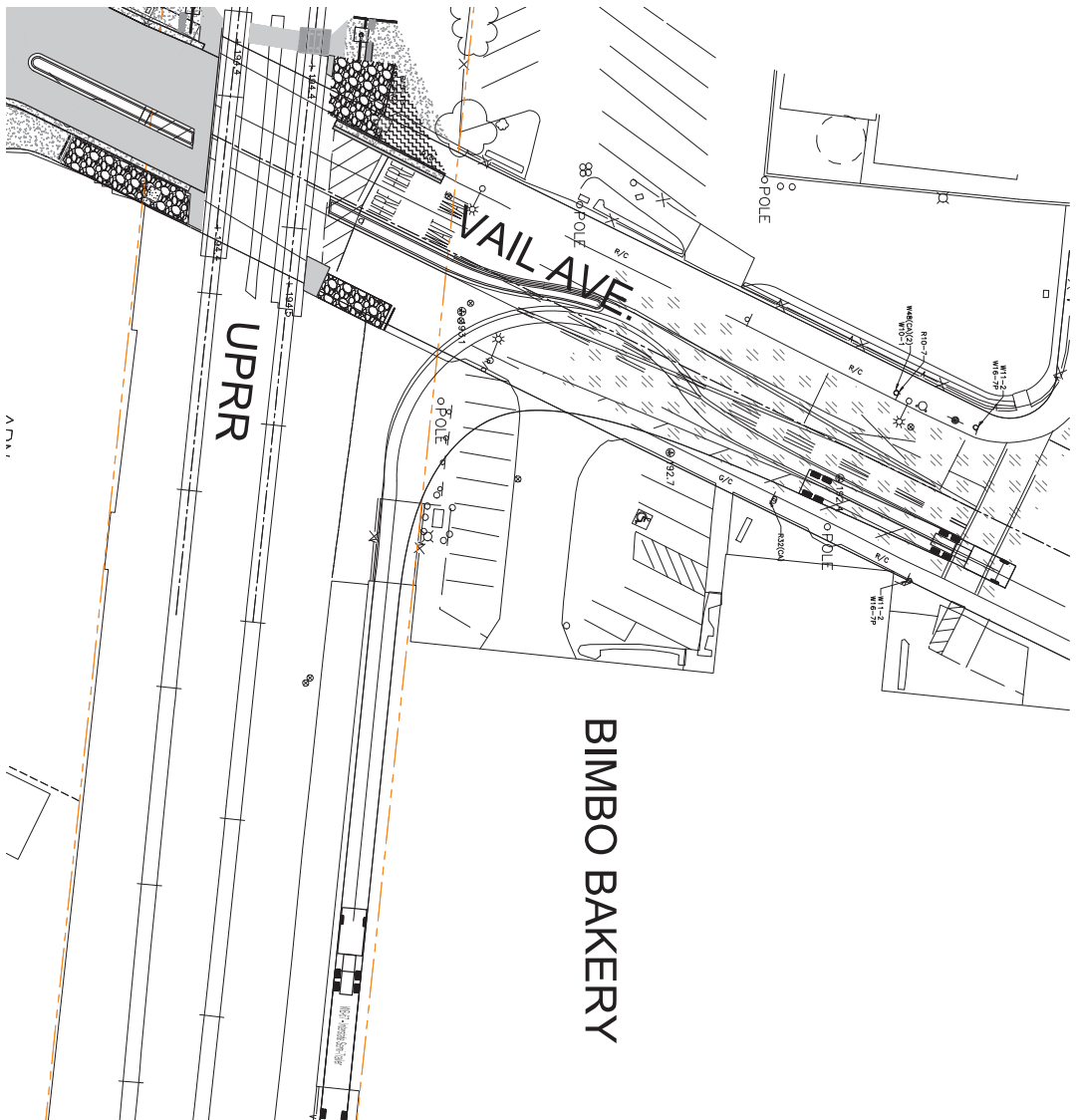
Location: City of Montebello

Vail Ave. & RR Crossing (MP 7.8 LA Subdiv)

SGVCG Agreement No.: 15-02

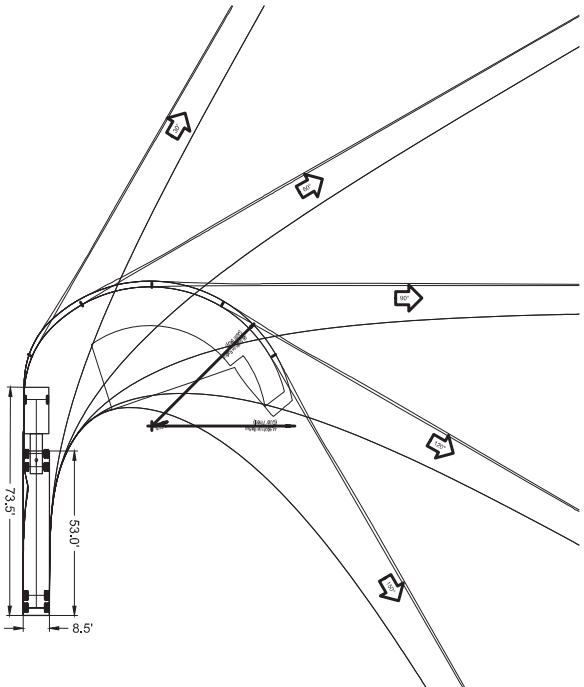
M&N Job No.: 9003-03

NAME		DEPARTMENT	TITLE / ROLE	PHONE#	EMAIL	PRESENT
<u>Lin Consulting</u>						
Sun	William		Traffic Lead	(909) 396-6850 x 105	wsun@linconsulting.com	☒
<u>Metrolink</u>						
Gallagher	Ryan		RR Civil Engineer	(213) 494-8244	gallaherr@scrra.net	☒
<u>Union Pacific Railroad (UPRR)</u>						
Campbell	Alex	Benesch	Public Project Engineering Consultant	(402) 690-8977	ACampbell@benesch.com	☒
Murdie	Casey	Rail Pros	Traffic Engineer	(949) 383-2338	casey.murdie@railpros.com	☒
Oster	Timothy	Benesch	Quiet Zone Specialist	(682) 382-0535	toster@benesch.com	☒
Vineyard	Nick	Benesch	Public Project Engineering Consultant	(909) 222-5659	nvineyard@benesch.com	☒



PLAN - WEST BOUND EASEMENT TO NORTH BOUND VAIL - (WB - 67 TRUCK)

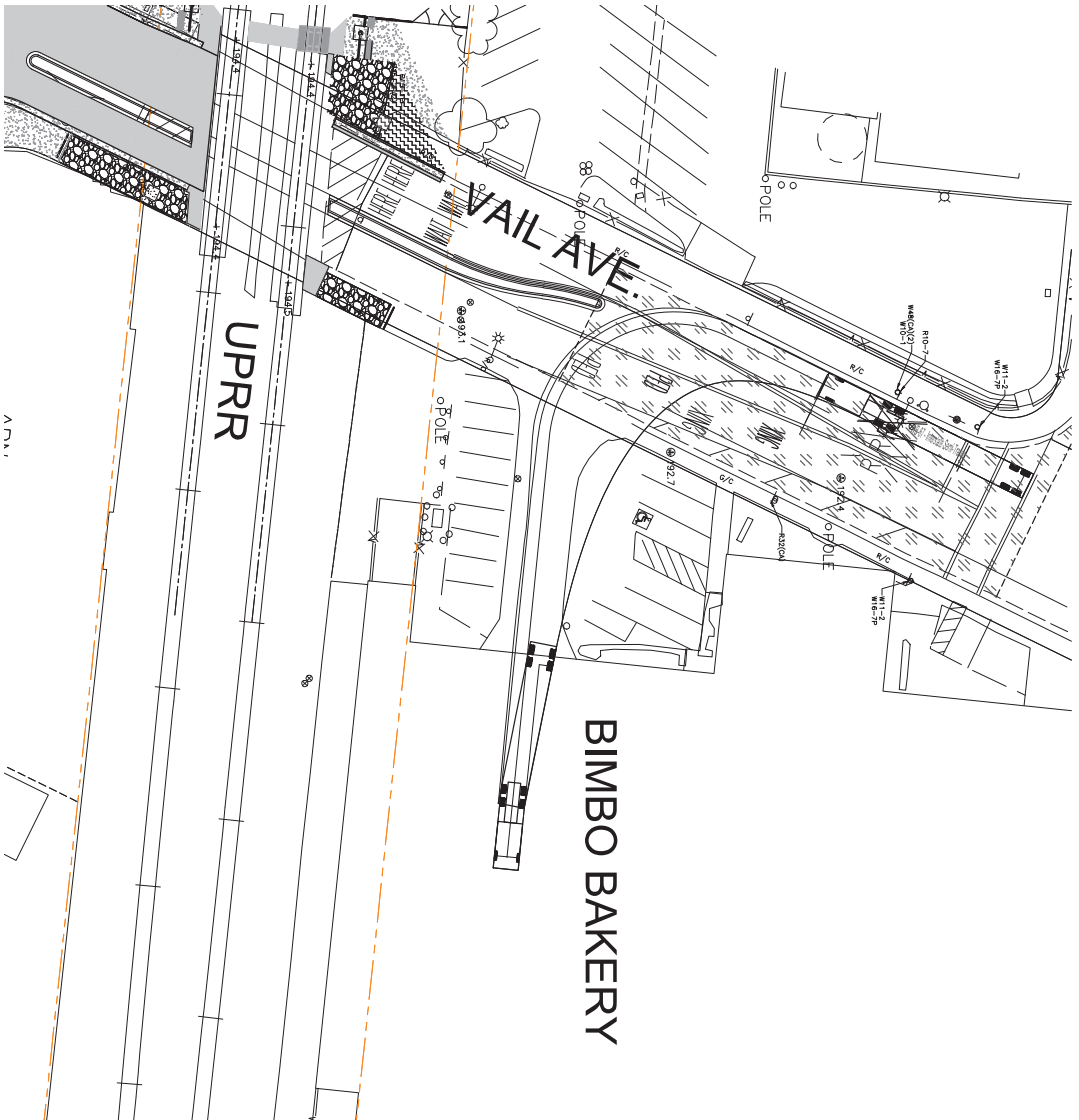
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WB-67 TRUCK TURNING TEMPLATE

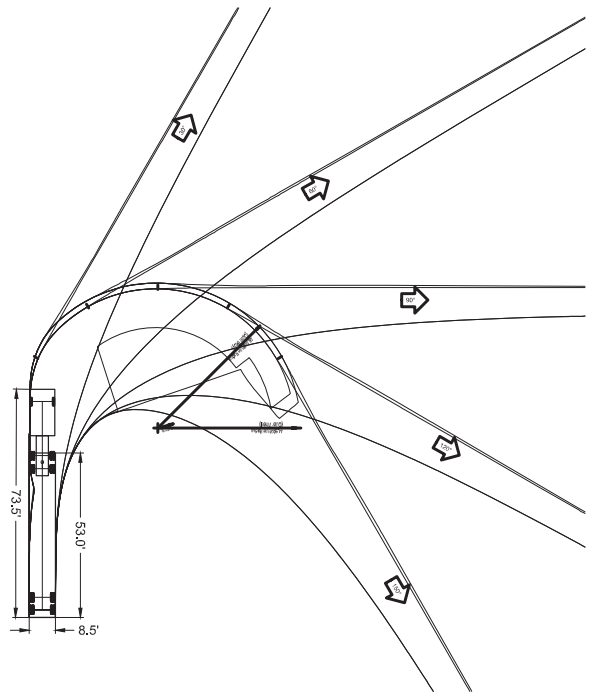
NTS

	DATE: 12/05/2022		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTEBELLO BOULEVARD GRADE SEPARATION WEST BOUND EASEMENT TO NB VAIL (WB - 67 TRUCK) TURNING EXHIBIT	EXHIBIT A SHEET 1 OF 3
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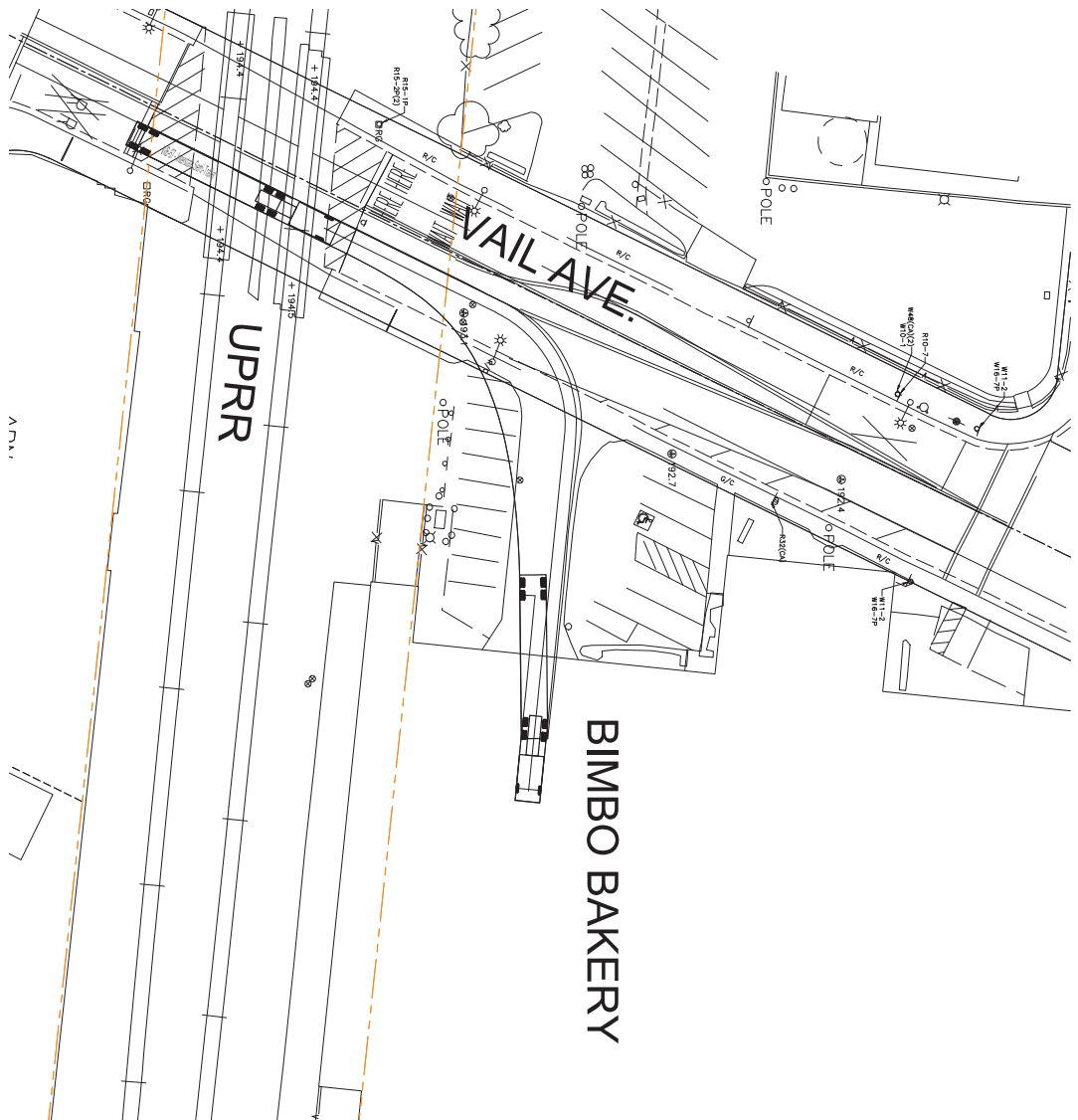
PLAN - SOUTH BOUND VAIL TO BIMBO BUILDING ENTRANCE - (WB - 67 TRUCK -)

SCALE: 1" = 20'



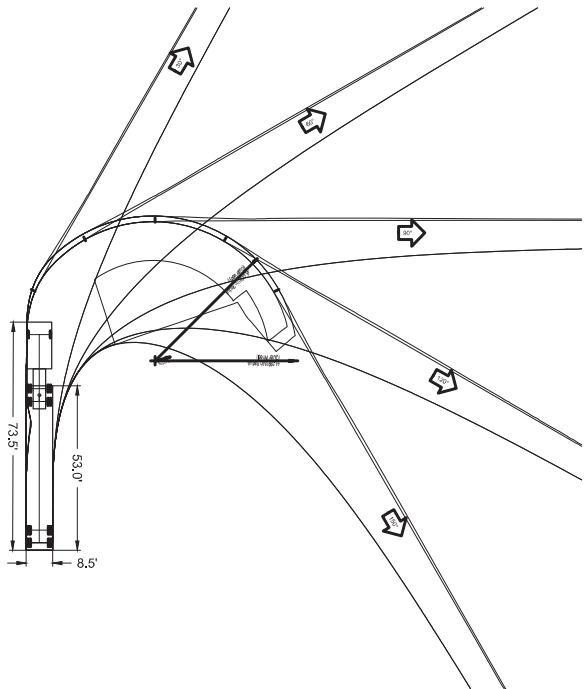
WB-67 TRUCK TURNING TEMPLATE
NTS

		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTBELLO BOULEVARD GRADE SEPARATION SB VAIL (WB - 67 - TRUCK) TURNING INTO BIMBO BUILDING EXHIBIT	EXHIBIT B



PLAN - NORTH BOUND VAIL TO BIMBO BUILDING ENTRANCE - (WB - 67 TRUCK)

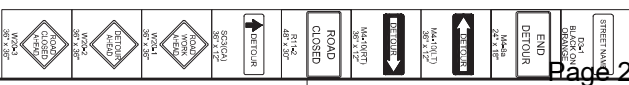
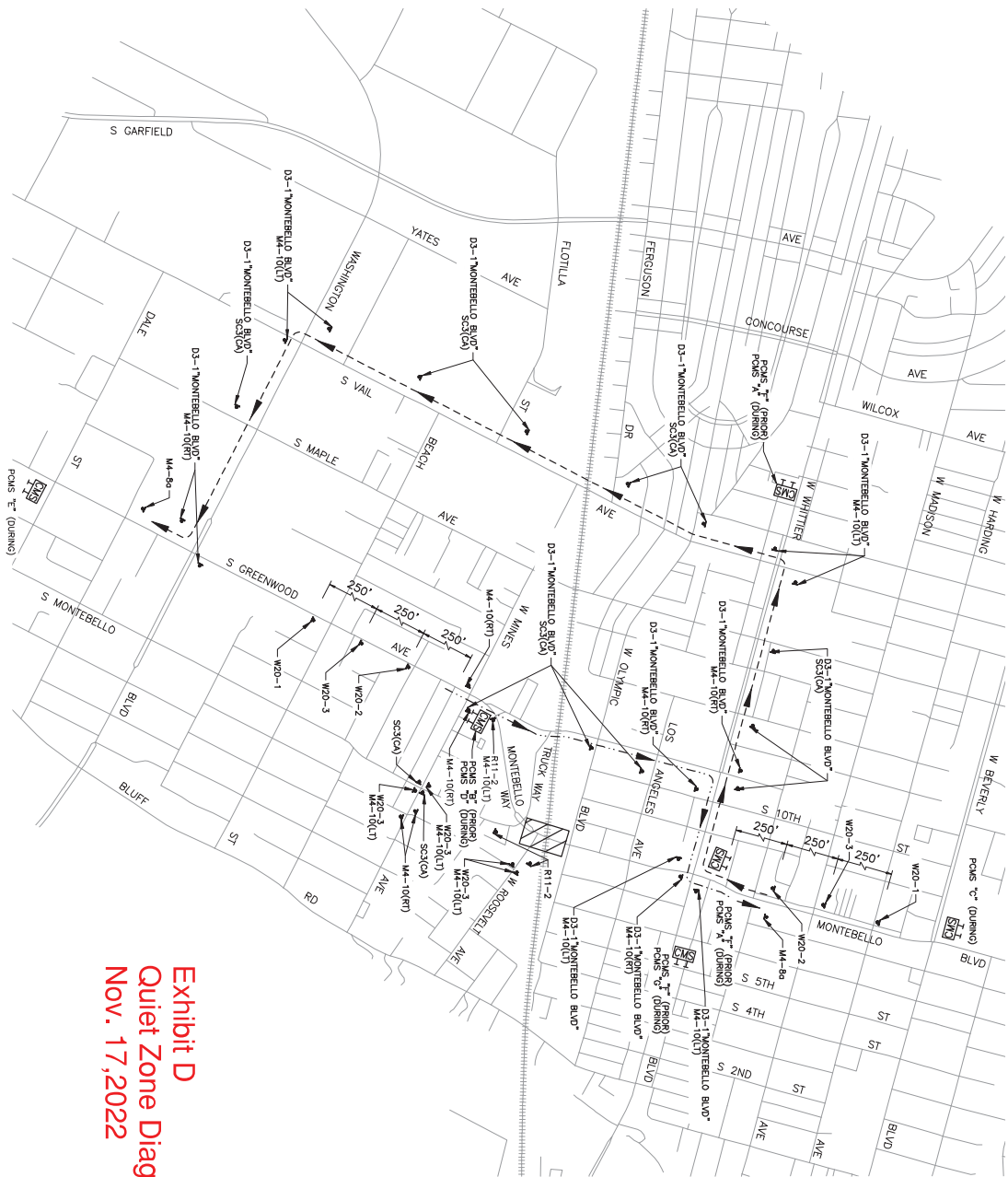
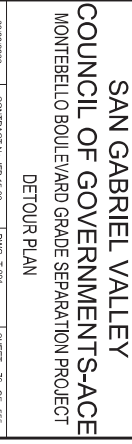
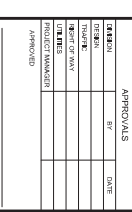
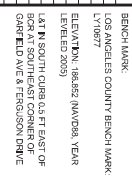
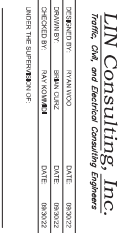
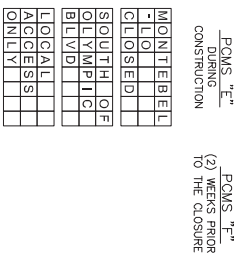
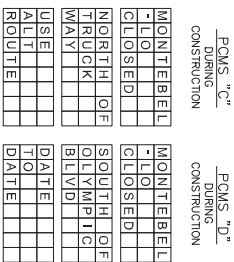
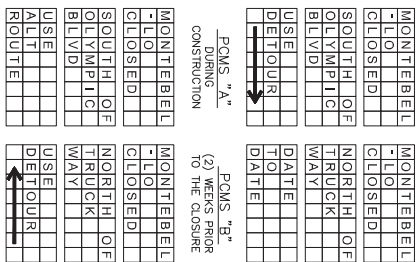
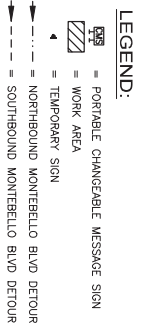
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WB - 67 TRUCK TURNING TEMPLATE

NTS

	DATE: 12/06/2022		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTEBELLO BOULEVARD GRADE SEPARATION NB VAIL (WB - 67 TRUCK) TURNING INTO BIMBO BUILDING EXHIBIT EXHIBIT	EXHIBIT C SHEET 3 OF 4
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NOTES:

1. CONTRACTOR SHALL EXERCISE EXTRA CAUTION WORKING NEAR PEDESTRIAN FACILITIES.
2. CONTRACTOR SHALL PREPARE PEDESTRIAN REROUTING PLANS AND OBTAIN APPROVAL FROM CITY OF MONTPELIER PRIOR TO COMMENCING WORK NEAR OR ON SIDEWALKS.

Exhibit D
Quiet Zone Diagnostic Meeting
Nov. 17, 2022

NOT TO SCALE

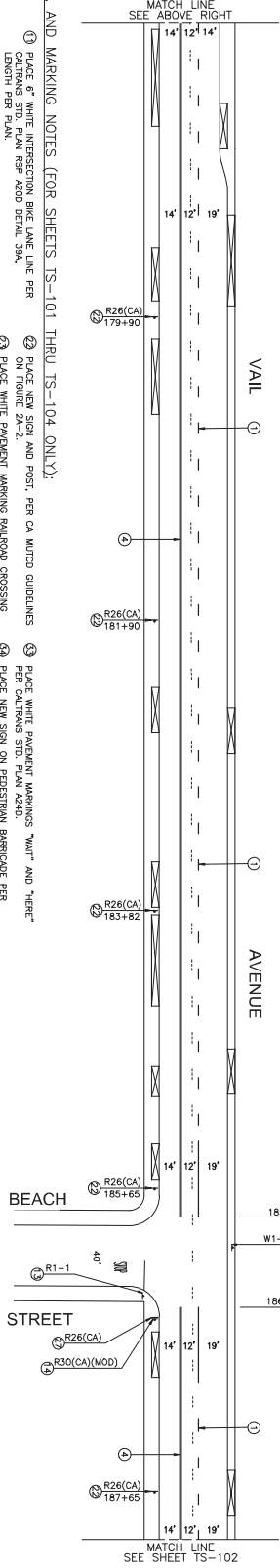
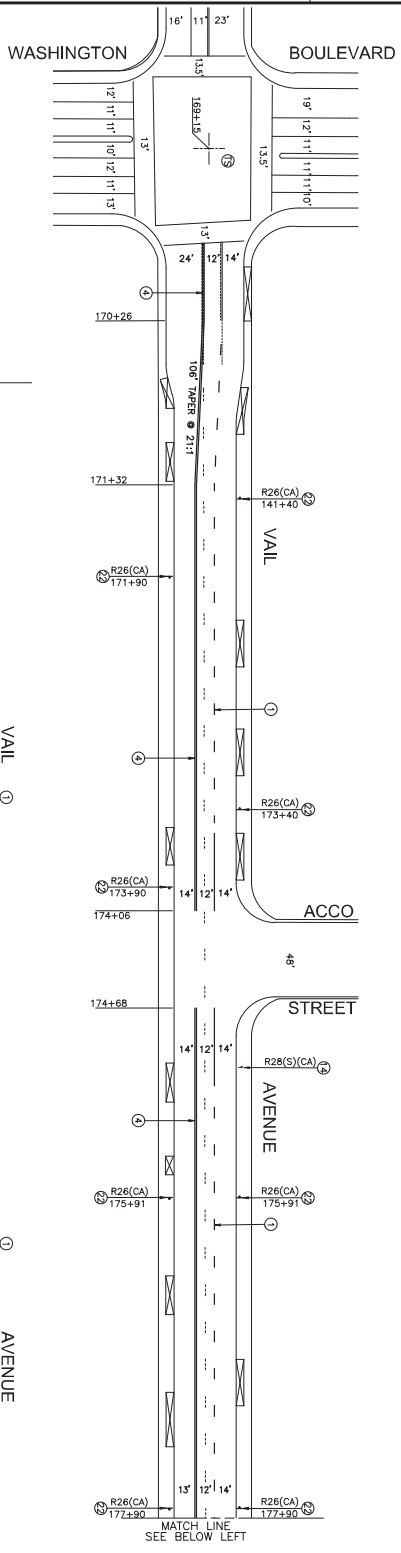
**SAN GABRIEL VALLEY
NCIL OF GOVERNMENTS-ACE
BELLO BOULEVARD GRADE SEPARATION PROJECT
DETOUR PLAN**

GENERAL STRIPING, MARKING, AND SIGNING NOTES (FOR SHEETS TS-101 THRU TS-109 ONLY):

1. USE PLAN FOR ALL TRAFFIC SIGNALS IN CONFORMANCE WITH CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
2. CONTRACTOR SHALL REMOVE ALL TRAFFIC LINES AND PAVEMENT/CURB MARKINGS THAT ARE IN CONFLICT WITH THE PROPOSED DESIGN.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. THIS INCLUDES REMOVAL OF PAISED PAVEMENT MARKERS.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTRLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
5. FOR ALL STRIPING AND MARKINGS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES TO THE EXTENT THAT THEY ARE AVAILABLE AT THE PUBLIC WORKS YARD.
6. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
7. ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6-INCH SOLID WHITE LINE.

LEGEND:

- ② TRAFFIC SIGNALIZED INTERSECTION
- +--- = EXISTING STRIPING & MARKINGS TO REMAIN
- R/C--- = EXISTING RED CURB
- G/C--- = EXISTING GREEN CURB
- = REMOVE STRIPING & MARKINGS
- R/C--- = REMOVE RED CURB
- G/C--- = REMOVE GREEN CURB



- PROPOSED TRAFFIC STRIPING, SIGNING, AND MARKING NOTES (FOR SHEETS TS-101 THRU TS-104 ONLY):
1. PLACE 6" WHITE LANE LINES PER CALTRANS STD. PLAN A204 DETAIL B.
 2. PLACE 6" YELLOW TWO-WAY LEFT TURN LINES PER CALTRANS STD. PLAN RSP A208 DETAIL 31.
 3. PLACE 8" WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN RSP A208 DETAIL 31.
 4. PLACE DOUBLE YELLOW STRIPING, NO PASSING ZONE, TWO DIRECTION PER CALTRANS STD. PLAN A204 DETAIL 21.
 5. PLACE WHITE TYPE IV (U/R) PAVEMENT MARKING ARROW PER CALTRANS STD. PLAN A204 DETAIL 28.
 6. PLACE WHITE TYPE I PAVEMENT MARKING ARROW WITHOUT PERSON PER CALTRANS STD. PLAN A244.
 7. PLACE 6" WHITE BLUE LINE PER CALTRANS STD. PLAN RSP A208 DETAIL 38.
 8. PLACE 6" WHITE BLUE LINE PER CALTRANS STD. PLAN RSP A208 DETAIL 38.
 9. PLACE WHITE BASIC CROSSWALK PER CALTRANS STD. PLAN A244 DETAIL 24.
 10. PAINT RED CURB.
 11. PLACE 6" WHITE LANE LINES PER CALTRANS STD. PLAN RSP A208 DETAIL 38.
 12. PLACE DOUBLE YELLOW STRIPING, NO PASSING ZONE, TWO DIRECTION PER CALTRANS STD. PLAN A204 DETAIL 21.
 13. REMOVE EXISTING SIGN AND/OR SIGN POST.
 14. REMOVE AND RELOCATE EXISTING SIGN.
 15. PLACE WHITE TYPE IV (U/R) PAVEMENT MARKING ARROW PER CALTRANS STD. PLAN A204 DETAIL 28.
 16. PLACE WHITE TYPE I PAVEMENT MARKING ARROW WITHOUT PERSON PER CALTRANS STD. PLAN A244.
 17. PLACE WHITE TYPE V PAVEMENT MARKING ARROW PER CALTRANS STD. PLAN A244.
 18. REMOVE EXISTING CURB MARKINGS.
 19. PLACE WHITE PAVEMENT MARKINGS "KEEP" AND "CLEAR" PER CALTRANS STD. PLAN RSP A244.
 20. PLACE NEW SIGN AND POST PER CA MUTCD GUIDELINES ON FISHBONE 2A-2.
 21. PLACE WHITE PAVEMENT MARKINGS "STOP" AND "YIELD" PER CALTRANS STD. PLAN ES-70 TYPE 1, DETAIL C.
 22. PLACE 24" WHITE LIMIT LINE PER CALTRANS STD. PLAN RSP A208 DETAIL 27B.
 23. PLACE WHITE PAVEMENT MARKINGS "STOP" AND "YIELD" PER CALTRANS STD. PLAN RSP A208 DETAIL 27B.
 24. PLACE WHITE PAVEMENT MARKINGS "STOP" AND "YIELD" PER CALTRANS STD. PLAN RSP A208 DETAIL 27B.
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 100. PLACE WHITE PAVEMENT MARKINGS "STOP" AND "YIELD" PER CALTRANS STD. PLAN RSP A208 DETAIL 27B.



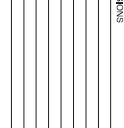
Underground Service Alert
Call TOLL FREE
1-800-427-2800
TWO WEEKS ADVANCE
NOTIFICATION REQUIRED



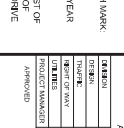
REGISTERED PROFESSIONAL ENGINEER
No. 70401
State of California
Civil Engineering



REGISTERED PROFESSIONAL ENGINEER
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State of California
Civil Engineering



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Civil Engineering



REGISTERED PROFESSIONAL ENGINEER
No. 70401
State of California
Civil Engineering

Lin Consulting, Inc.
Traffic, Civil and Electrical Consulting Engineers

PROJECT: VAIL AVENUE - DETOUR ROUTE STRIPING
DRAWN BY: JAY KOWALSKI
CHECKED BY: JAY KOWALSKI
DATE: 09/30/2022

REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROVED BY	DATE
1					
2					
3					
4					
5					
6					

BENCHMARK: LOS ANGELES COUNTY BENCHMARK L171007
ELEVATION: 168.852 NAVD83, YEAR (ENTERED 2005)
BORN AT SOUTHEAST CORNER OF 50'x50' SQUARE LOT
GIVEN BY L&E ENGINEERING

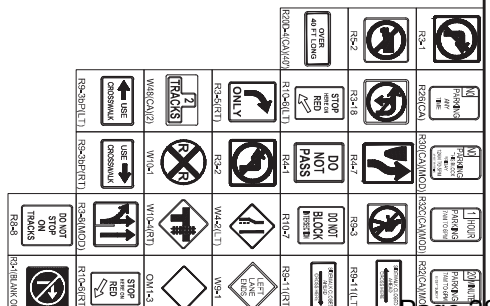
APPROVALS

DESIGN	BY	DATE
DESIGNED		
CHECKED		
IN CHARGE		
PROJECT MANAGER		
APPROVED		

09/30/2022 CONTRACT NO. PB-14-03 DWG. TS-101 SHEET 77 OF 555

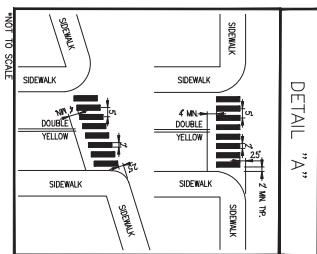
SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS-ACE
MONTIBELLO BOULEVARD GRADE SEPARATION PROJECT
TRAFFIC STRIPING, MARKINGS, AND SIGNING PLAN
VAIL AVENUE - DETOUR ROUTE STRIPING

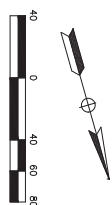
	
	= EXISTING STRIPING & MARKINGS TO REMAIN
	= EXISTING RED CURB
	= EXISTING GREEN CURB
	= REMOVE STRIPING & MARKINGS
	= REMOVE RED CURB
	= REMOVE GREEN CURB



13 PLACE WIRE PARENT MARKINGS "W1" AND "H2E" PER ULTRAS STD. PLAN A240.

- [illegible]

[illegible]



1. STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
2. CONTRACT DOCUMENTS IN CONFORMANCE WITH CURRENT CODES AND REGULATIONS.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING, THIS INCLUDES:
 4. REMOVAL OF RAISED PAVEMENT MARKINGS.
 5. REMOVAL OF ALL EXISTING CONDUITS OF EACH LANE SINGLE OR DOUBLE.
4. STRENGTH OF EXISTING FLOW TO BE MAINTAINED AS APPROPRIATE.
5. FOR ALL STRIPING AND MARKINGS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES TO THE EXTENT THAT THEY ARE AVAILABLE AT THE PUBLIC WORKS YARD.

6. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
7. ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6-INCH SOLID WHITE LINE.

LEGEND:

19 TRAFFIC SIGNALIZED INTERSECTION

 = EXISTING STRIPING & MARKINGS TO REMAIN

 = REMOVE STRIPING & MARKINGS

<u>R/C</u>	= EXISTING RED CURB	<u>R/C</u>	= REMOVE RED CURB
<u>G/C</u>	= EXISTING GREEN CURB	<u>G/C</u>	= REMOVE GREEN CURB

APPROVALS	CAN CARDI
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SECTION	BY	DATE
DESK		

186,852 (NAVD88, YEAR 05)	INSTRUMENT	
	HEIGHT OF MOUNTING	
	UTILITIES	

COUNCIL OF GOVERNORS
MONTEBELLO BOULEVARD

PROJECT MANAGER		
APPROVED		

09/30/2022	CONTRACT No IFB 15-02
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5

 <i> LIN Consulting, Inc.</i> <i>Traffic, CMa, and Electrical Consulting Engineers</i>	
DESIGNED BY:	INAWOOD
DRAWN BY:	BRUN CLUZ
CHECKED BY:	RAY KOWAL
DATE:	09/30
DATE:	09/30
UNDER THE SUPERVISION OF:	
NAME:	PIC #
DATE:	

[illegible][illegible]

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS-ACE
MONTIBELLO BOULEVARD GRADE SEPARATION PROJECT
TRAFFIC STRIPING, MARKINGS, AND SIGNING PLAN
VAL AVENUE - DETOUR ROUTE STRIPING

06/30/2022 CONTRACT NO. PB3-1462 DWG. TS-1031 SHEET 79 OF 555

SPECIAL CONDITIONS NONE		NUMBER INJURED 0	HIT & RUN FELONY ☐	CITY MONTEBELLO		JUDICIAL DISTRICT EAST LOS ANGELES		LOCAL REPORT NUMBER 12-7363			
		NUMBER KILLED 0	HIT & RUN MISDEMEANOR ☐	COUNTY LOS ANGELES		REPORTING DISTRICT BEAT TRAFFIC					
LOCATION	COLLISION OCCURRED ON: VAIL AVENUE					MO 11/13/2012	DAY YEAR	TIME (2400) 0606	NCIC # 1947	OFFICER I.D. 1381	
	MILEPOST INFORMATION: 7.8 MILE(S) EAST OF LOS ANGELES SUBDIVISION					DAY OF WEEK TUESDAY		TOW AWAY ☒ YES ☐ NO	PHOTOGRAPHS BY: DRESSER 1381 ☐ NONE		
	☐ AT INTERSECTION WITH:					STATE HWY REL ☐ YES ☒ NO					
	☐ OR:										
PARTY 1	DRIVER'S LICENSE NUMBER 934560901		STATE AR	CLASS A	AIR BAG M	SAFETY EQUIP. G	VEH. YEAR 2010	MAKE / MODEL / COLOR FRHT CASCADE RED		LICENSE NUMBER 2QB199	STATE AR
DRIVER ☒	NAME(FIRST, MIDDLE, LAST) THOMAS REVELLE CARNEY						2007	GDAN 53' WHI		6397FS	OK
PEDES- TRIAN ☐	STREET ADDRESS 4 SUSAN LANE						OWNER'S NAME ☐ SAME AS DRIVER THREE DIAMOND LEASING, LLC				
PARKED VEHICLE ☐	CITY / STATE / ZIP CONWAY AR 72032						OWNER'S ADDRESS ☐ SAME AS DRIVER 19007 W. HWY #33 SAPULPA OK 74066				
BICY- CLIST ☐	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-10	WEIGHT 200	Mo 2/15/1956	Day Year	RACE W	DISPOSITION OF VEHICLE ON ORDERS OF: HELMES AND HILL - (323)889-4900		
OTHER ☐	HOME PHONE (520)604-6979		BUSINESS PHONE		PRIOR MECH. DEFECTS ☒ NONE APP. ☐ REFER TO NARRATIVE						
INSURANCE CARRIER ZURICH AMERICAN INS						POLICY NUMBER TRK02696108		VEHICLE IDENTIFICATION NUMBER: 1FUJGLDR9ASAP6165			
DIR OF TRAVEL ON STREET OR HIGHWAY S VAIL ST						SPEED LIMIT 30		VEHICLE TYPE 31		DESCRIBE VEHICLE DAMAGE ☐ UNK ☐ NONE ☐ MINOR ☒ MAJOR ☐ ROLL-OVER	
						CA CAL-T		DOT 273897			
PARTY 2	DRIVER'S LICENSE NUMBER		STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR		LICENSE NUMBER	STATE
DRIVER ☐	NAME(FIRST, MIDDLE, LAST) GEORGE J. ANTUNEZ										
PEDES- TRIAN ☐	STREET ADDRESS 4341 E. WASHINGTON BLVD						OWNER'S NAME ☐ SAME AS DRIVER				
PARKED VEHICLE ☐	CITY / STATE / ZIP LOS ANGELES CA 90023						OWNER'S ADDRESS ☐ SAME AS DRIVER				
BICY- CLIST ☐	SEX M	HAIR GRY	EYES XXX	HEIGHT 6-01	WEIGHT 250	Mo 7/10/1959	Day Year	RACE W	DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☐ DRIVER ☐ OTHER		
OTHER ☒	HOME PHONE		BUSINESS PHONE (323)981-7501		PRIOR MECH. DEFECTS ☐ NONE APP. ☐ REFER TO NARRATIVE						
INSURANCE CARRIER UNION PACIFIC - SELF INSURED						POLICY NUMBER		VEHICLE TYPE ☐ UNK ☐ NONE ☐ MINOR ☐ ROLL-OVER			
DIR OF TRAVEL ON STREET OR HIGHWAY						SPEED LIMIT		CA CAL-T		DOT	
PARTY 3	DRIVER'S LICENSE NUMBER		STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR		LICENSE NUMBER	STATE
DRIVER ☐	NAME(FIRST, MIDDLE, LAST) FOR OFFICIAL USE ONLY										
PEDES- TRIAN ☐	STREET ADDRESS 13302-13305 and may subject violators to criminal charges.						OWNER'S NAME ☐ SAME AS DRIVER				
PARKED VEHICLE ☐	CITY / STATE / ZIP Montebello Police Dept.						OWNER'S ADDRESS ☐ SAME AS DRIVER				
BICY- CLIST ☐	SEX	HAIR	EYES	HEIGHT	WEIGHT	Mo	Day	RACE	DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☐ DRIVER ☐ OTHER		
OTHER ☐	HOME PHONE		BUSINESS PHONE		PRIOR MECH. DEFECTS ☐ NONE APP. ☐ REFER TO NARRATIVE						
INSURANCE CARRIER						POLICY NUMBER		VEHICLE TYPE ☐ UNK ☐ NONE ☐ MINOR ☐ ROLL-OVER			
DIR OF TRAVEL ON STREET OR HIGHWAY						SPEED LIMIT		CA CAL-T		DOT	
REPAIRER'S NAME DRESSER 1381						DISPATCH NOTIFIED ☐ YES ☐ NO ☒ N/A		REVIEWER'S NAME [Signature]		DATE REVIEWED 11/15/12	

Laserfiche/VM

Appendix B - September 28, 2023 Diagnostic Team Meeting Minutes



**SAN GABRIEL VALLEY COUNCIL of GOVERNMENTS (ACE Project)
Montebello Grade Separation Project
(UPRR LA Sub.)**

Update / Follow Up to Field Diagnostic Mtg - held virtually.

September 28, 2023 - 1:00 pm (West Coast time)

FINAL MEETING MINUTES

Purpose: *Provide an overview of the current status / activities of the Montebello Rail Corridor Project (Montebello Blvd. Grade Separation and the associated At-Grade Safety Improvements at Vail Ave., Maple Ave. & Greenwood Ave.).*

Primary objective is to share current efforts by SGVCOG in obtaining mitigation / action plans for truck ingress / egress from businesses at the Maple Ave. crossing and obtain the Field Diagnostic Teams favorable support.

I. Opening Comments / Introductions

- 1. Overview of meeting and protocol*
- 2. Introductions – due to number of participants this will be done via roll call by the facilitator*
- 3. Other Brief Opening Comments – SGVCOG, CPUC, FRA, UPRR and City*

DISCUSSION:

- Union Pacific Railroad (Nick Vineyard (NV)): Regarding cantilever, the original line of sight for RR signal lights were blocked by existing power pole. The mitigation was to install the cantilever for northbound traffic. UPRR concurs with installation of a cantilever for the northbound approach. UPRR (NV) requested if the CPUC and FRA agreed a railroad cantilever should only be recommended for the northbound approach while treating the southbound approach with a roadside flasher.
 - California Public Utilities Commission (Anh Truong (AT)): Concurs with installation of a railroad cantilever on the northbound approach only.
 - Federal Rail Administration (Jacob Peterson (JP)): Concurs with installation of a railroad cantilever on the northbound approach only.
- Backlights to be installed on the exit gate masts for the four quadrant gate systems.
 - CPUC confirmed this is a requirement per their state General Order 75-D.
 - UPRR (NV): Advised the current direction he is given by UPRR management is to move forward with the four-quadrant gate designs including back lights as required by the CPUC.
 - Roadway crossing plans will be updated and submitted to UPRR to start signal design and will include back lights on the exit gates per CPUC standards.



II. Overview of the Montebello Rail Corridor

1. The Rail Corridor – Fig. 1 – Vail Ave. – Maple Ave. – Greenwood Ave. – Montebello Blvd.

- Corridor = 0.75 miles in length
- Vail Ave. & Greenwood Ave. – Interim improvements during construction – Detour Route – 2 lanes NB Greenwood, 2 lanes SB Vail Ave.
- City's Goal is to obtain a Quiet Zone from Vail Ave. to Montebello Blvd.

DISCUSSION:

- UPRR (NV) asked if the goal is to do Vail Ave. and Greenwood Ave. prior to closure of Montebello Blvd., and then doing Maple Ave. once the grade separation is operable?
- M&N (Keith Gillfillan (KG)): The general contractor or subcontractor doing the at-grade safety improvements on Vail Ave and Greenwood Ave may do Maple Ave. at the same time. There's nothing that's driving when Maple Ave. can be done; it could be done at the beginning or end of the project, it's independent of the Vail Ave. & Greenwood Ave. improvements. Since Vail Ave. & Greenwood Ave. are the designated detour route for the grade separation work, the interim improvements at those 2 crossings must be constructed at the early phase of the project and be operational before Montebello Blvd. is closed to construct the grade separation.
- UPRR (NV) stated the way the project is phased is key for signal design.
- M&N (KG): Per SGVCOG & City direction, if we do not get concurrence from the Field Diagnostic Team today with what we've done with getting support from businesses in terms of mitigation to the operations side of their truck movements, then Maple Ave. is to be pulled from the project along with the crossing safety improvements proposed due to the critical path of the project.
 - The Diagnostic Team unanimously agreed to the proposed crossing treatments as they were submitted. There are a couple minor revisions to be made to the plans requested by UPRR, but the context of the crossing treatments as they relate to the medians, and crossing signals is approved by all parties and design will move forward with Maple Avenue improvements as they have been proposed. Further discussions will proceed with adjacent property owners to further enhance their truck access, but no further improvements are required as it relates to this project.
- AECOM (Michael Cheng (MC)): The contractor would like to proceed concurrently with constructing Maple Ave., and the interim improvements for Vail Ave. and Greenwood Ave.

2. Current status / activities:

- **At-Grade Crossing Improvements - Vail Ave., Maple Ave. & Greenwood Ave.**
 - Final Plans submitted to CPUC & UPRR – August 31, 2023
 - Approval pending
 - Distributed Wrap Up material to Nov. 2022 Field Diagnostics Meeting... Sept 12, 2023



- **Construction**

- Contractor (OHL) issued NTP Aug. 15, 2023
- Demolition October 2023 thru 2nd Qtr. 2024
- Contractor occupies onsite office space Nov. / Dec. 2023
- Vail Ave. & Greenwood Ave. interim improve. (dependent on UPRR) 1st Qtr. 2024

DISCUSSION:

- UPRR (NV) has some outstanding Maple Ave. comments, which they will send to M&N by Sep. 29, 2023. Vail Ave. and Greenwood Ave comments will be sent sometime the following week. Those are ready to go to signal design. Maple Ave. is a critical path.
- UPRR (Casey Murdie, Olsson (CM)) requested time to discuss additional comments on Vail Ave. and Greenwood Ave. at the end of this meeting.
- CPUC (Christopher Palas (CP)) will have plans sent back to M&N by Oct 6.

III. Re-cap of truck ingress / egress to businesses at 4 quadrants of Maple Ave.

1. NW Quad. – Bimbo Bakeries

DISCUSSION:

- M&N (KG): Referring and sharing the various truck turning Exhibits on the screen (see attached). Bimbo Bakeries (BB) has a 25 ft. easement area within the UPRR right of way that they utilize for their trucks primarily for Dock B. BB has 3 dock areas:
 - Dock A is 10 trucks per day that go northbound and back in.
 - Dock B utilizes the UPRR easement. 2 tanker trucks per week go northbound and back in.
 - Dock C is 4 trucks per day (C-1), 2 tanker trucks per day (C-2)
- M&N has worked with BB on getting a written mitigation action plan. Since BB is a food product business, a certain level of security must be maintained. As part of their security staff, and similar to school crossing guards, they will have 2 individuals stop traffic outside of the track area– 1 to stop southbound traffic and the other stop northbound traffic prior to the crossing, whenever trucks are making movements into Dock A or Dock B.

2. NE Quad - Crawford Products

DISCUSSION:

- Crawford Products estimates 2 trucks per week and 10 passenger vehicles. Most trucks can back in. M&N has not formalized if Crawford concurs with similar mitigation as BB.
- UPRR (CM) asked what the truck movements for Crawford Products are.
 - M&N (KG): The trucks back in and pull out in both directions. Sometimes the smaller trucks pull in and turn around within their parking / loading area to back to the dock
- As a private entity, the City cannot force operational processes on any of these industries.



- The Diagnostic Team unanimously agreed that SGVCOG and the City have made the appropriate effort to mitigate the industries delivery operations and while SGVCOG and the City will continue to work with this and other industries, to manage truck deliveries better, this issue will no longer hold up the design process or stop this project from moving forward.

3. *SE Quad - Montebello Unified School District*

DISCUSSION:

- M&N (KG): The school has put up a chain link fence along Maple and Mines since the November 2022 Field Diagnostic meeting. The pedestrian gate opens daily during student departure time (2:30 pm to 4:30 pm), but the vehicle gate stays closed at all times. All vehicles enter and exit the parking lot from Mines Ave.
- As a separate public agency, the City cannot force operational processes on the school.
- The Diagnostic Team unanimously agreed that SGVCOG and the City have made the appropriate effort to mitigate the schools' pick up and drop off processes. This issue will no longer hold up the design process or stop this project from moving forward.

4. *SW Quad - Broquiere's Dairy*

DISCUSSION:

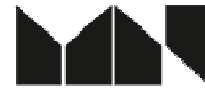
- Broquiere's is a long-time family business currently operated by a father and son. Trucks approach northbound and back-in. Estimate 10 panel trucks and 10 (WB-67) per week.
 - During the field diagnostic meeting, truck drivers were observed pulling over to the side and waiting for gaps in traffic before proceeding to using the entire roadway width to back their trucks into the alleyway between the business and the adjacent residential property.
- M&N (KG) advised the father was initially receptive, but in recent times, have switched perspective. The father noted he would elevate this to his attorney.
- San Gabriel Valley Council of Governments (Carrie Inciong (CI)): The father is not very trusting of the government. He feels like he's been burned over the course that this project has been conceptualized. He's had his attorney send us a letter in the past year. He is prone to misunderstanding the scope and intent of the project. He's been difficult to deal with. We met with him on September 1 and walked away feeling good. But when SGVCOG (Maria Cano (MC) and CI) showed up a week and half later, the father's tone changed completely and stated this is a UPRR problem. The father noted he cannot pull his staff out to do the mitigation for the City.
- As a private entity, the City cannot force operational processes on any of these industries.
- The Diagnostic Team unanimously agreed that SGVCOG and the City has made the appropriate effort to mitigate the industries delivery operations and while the City will continue to work with this and other industries, to manage truck deliveries better, this issue will no longer hold up the design process or stop this project from moving forward.



5. Open Discussion

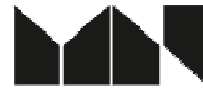
DISCUSSION:

- M&N (JF): From a quiet zone perspective, per the Horn Rule, the only mitigation required to designate the corridor as a Quiet Zone is construction of the bridge on Montebello Blvd. While the Diagnostic Team as a whole is tasked with making a Quiet Zone Corridor as safe as possible, the Diagnostic Team needs to understand that the City can override the Diagnostic Teams recommendations if the City is willing to assume potential liability in that decision. There are limits to what can be done when working with private industries when we work to modify their operations. While the City could have taken the approach to make the minimum necessary improvements to construct a grade separation and proceed with Quiet Zone designation without improvements at other crossings, SGVCOG and the City tasked their design team to do as much as possible and to fund improvements recommended by the diagnostic team which includes pedestrian gates which are not a requirement of the Horn Rule. SGVCOG and the City's design team have depleted discussions to get the industries to modify their operations further and the current critical path requires the Maple Avenue design to proceed at this time. If further mitigation is requested by UPRR or CPUC on truck operations, this crossing has to be pulled from the project which would include the proposed four quadrant gates, pedestrian gates and turn bay improvements. It is not perfect; but the option is that we miss out on the safety improvements that do improve the safety of the crossing. There is nothing else that can be done to mitigate the private industry operations.
 - Post meeting note (JF)- While there was some discussion between the team and FRA on if a bridge alone would provide for the QZ designation, it has been determined since this meeting that there was a crash at Greenwood Avenue since the calculations that were shown during this conference call. Depending on verification of the train volume and traffic volume, it appears the bridge construction by itself still provides for the 4 crossings to be designated as a quiet zone. This was brought up just to reflect what the base line is as it relates to the Horn Rule. SGVCOG and the City's project far exceeds the baseline project with significant safety improvements at the crossing and roadway approaches.
- UPRR (Tim Oster (TO)): There is nothing in the FRA rules that you can use to hold up to it. It is up to the diagnostic team to decide if it is acceptable or not. I would like to hear what the FRA's thoughts are to see if the City has done everything they could do to mitigate and make it as safe as possible.
- FRA (JP): Everything we have seen here is good progress. What FRA is looking for is longevity. What kind of enforcement activity are we going to see out there? One thing we have seen at the school is parents queuing up to pick up their kids. How are these things going to be maintained? When I come out there in 6 months or 1 year, will they still be doing the right thing? Everything on paper looks sufficient.
- M&N (Phil Balmeo (PB)): If the diagnostic team agrees to the quiet zone and FRA comes out years from now and the City and other business are not cooperating, would FRA reject the quiet zone and allow horns?



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- FRA (JP): I would suggest to my boss, and then D.C. If it is a significant risk, we could present and have the quiet zone rescinded. There always must be continuous oversight for quiet zones. That's what we see with cities—we suspend quiet zones because of safety scenarios and issues. FRA wants to get that cooperation with the City. In the interim, if the risk is high, I would notify the railroads. 99% of the time they agree; they do not want to assume the liability.
- M&N (JF): My line of thought is that we want to get as many improvements as possible. The grade separation itself qualifies the quiet zone, but we are trying to improve safety as much as possible.
- M&N (KG): The school requires vehicles to enter through Mines Ave. to pick up their kids. Per the plans, the curbs along the east side of Maple Ave. will be red and “No Parking” signs installed.
- FRA (JP): Painted curbs are great as long as someone is out there enforcing them. The calculator is so fluid. The grade separation is where the quiet zone wouldn't exist with just the grade separation. We would have to look at everything again and if the spread is less than 10,000, the City would want to continue living by those measures.
- UPRR (TO) asked if that is what SGVCOG and the City are proposing.
 - M&N (JF): They propose to install medians and not request Alternative Safety Measure credits for the medians. The grade separation qualifies it, and I point this out to reflect that SGVCOG and the City are listening to the diagnostic team. SGVCOG and the City are doing their best to get this done. Relevant to the Quiet Zone, SGVCOG and the City are proposing a grade separation at Montebello Boulevard, and four-quadrant gates at Maple Avenue.
- M&N (PB): Maple Ave. staying in or coming out is a critical path of the project. If UPRR does not get the C&M agreement going and it's linked to the other crossings, we cannot start the grade separation. We either agree as a team that what we have done is sufficient, or if it is insufficient, we need to take Maple Ave. and all of the associated crossing safety improvements out of the project.
 - FRA (JP): The 4 quad gates and mitigation efforts proposed are satisfactory.
 - UPRR (NV) The 4 quad gates and mitigation efforts proposed are satisfactory.
 - CPUC (AT): The 4 quad gates and mitigation efforts proposed are satisfactory, but I will have to run it by CPUC management. I don't see any issues with the proposed design.
- CPUC (AT): For BB's Dock C, the trucks are no longer going northbound, which is part of their action plan. BB will require trucks to go southbound, but when they go back in, you show truck turn in the southbound lane. Can they make that movement?
 - M&N (KG): They can continue on through. Once they do their paperwork, they might have to circle the block for entry. We can't force truck drivers to circle the block and we will continue to engage the industry and see if we can get them to agree to modify the access, but this needs to be considered a separate issue at this point as we are at the critical termination point where we have to decide to keep this crossing in or remove it from the project.



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- CPUC (AT): Is parking along Maple Ave. still in place? If there are cars still there, how will trucks come in? Is it possible to have a dedicated loading zone spot on the east side heading northbound?
- M&N (JF): Parking trucks on the street northbound on the east side of the road may create other issues as there does not appear to be enough space between business driveways to store a truck temporarily. Is there any chance BB would shift their gate to the north?
 - M&N (PB): Not likely. Given this, there are no further solutions.
- CPUC (AT): The security building unit looks moveable. Is it possible for BB to move the building and widen the gate?
- M&N (JF) asked if BB indicated trucks arrive at the same time. M&N (KG) stated the arrival times are scheduled. M&N (JF) stated that it is a different issue having 1 semitruck arriving vs having 2 arriving. One truck at a time reduces the potential of queuing toward the track compared to having 2 trucks arriving at the same time.
- M&N (PB): I have a mild concern with implementing additional mitigation measures. It has taken time to get BB to agree to the Vail Ave. mitigation. Keeping in mind the project schedule and where we are with meeting the at-grade crossing modified. I do not think we would be able to execute all of that in a timely manner if this will hold up the C&M agreement with UP.
- CPUC (AT): I think we can move forward with C&M with UPRR, but I would like to see this worked further.
 - UPRR (NV): That will not hold up UPRR signal design and the C&M agreement, but I agree we should work through that.
 - FRA (JP): We would like to see this continue longer term.

ADDITIONAL DISCUSSION – VAIL AVE.

- UPRR (CM): The only comment we have left outstanding is the 2.12' that you are proposing from the edge of the crossing panel. The UPRR minimum is 3'. I am not sure what the width is on the crossing. Depending on the width, you might be able to orient.
- UPRR (NV): This is not holding up signal design.
- UPRR (CM): You have the proper signage that's restricting northbound Vail Ave. Need to add that into the bullet.

ADDITIONAL DISCUSSION – GREENWOOD AVE.

- UPRR (CM): Added the no train horns sign on the NW and SE quadrant, but the placement of the signs looks like it impedes pedestrians for ADA access. Suggest moving it downstream. Placement could be outside of the sidewalk or more upstream like how it is done for other quadrants.



ADDITIONAL DISCUSSION – MAPLE AVE.

- UPRR (CM): We talked earlier about showing the RR cantilever which would modify the sidewalks. A comment we had before is to recommend the curb face of the quadrants so there is a 0" curb. We just did not see that in 3 of the quadrants. It looks like the curb and gutters are called out to be protected in place.
- UPRR (CM): There are some comments on shifting and verifying that items do not affect line of sight or crossings.
- UPRR (CM): There is still some striping on the concrete panels. Striping on the concrete panels needs to be removed.
- UPRR (CM): Turning movements in Dock C was not part of the submittal package.
- UPRR (NV): Backlights on proposed gates, recently told not to fight that.
- UPRR (NV): The best thing would be constructing all at the same time.
 - M&N (PB) asked AECOM (MC) to check if this is in line with the contractor.
 - AECOM (MC): They would want to mobilize
- SGVCOG (CI) asked how that is memorialized to UPRR satisfaction of the phasing. What kind of proof do we need to show?
 - UPRR (NV): Put that at the end of the comment matrix so it is documented.
 - M&N (PB): It would be in the plans in the C&M agreement.
- M&N (PB) asked if UPRR (NV) has had a chance to look at the Edison waterline crossing. Real Estate is asking Edison to provide the shoring requirements for UPRR bridge, which contradicts what the public project is.
 - UPRR (NV) stated this is outside the public project's realm. I do not have visibility on why they are requesting that.. What we could potentially do is get some feedback from Ken.
 - M&N (PB): AT&T is existing. If anything were to fail, AT&T would fail too.
- It should be noted that the Diagnostic Team Members from CPUC, FRA and UPRR at this point all agree the proposed crossing treatments are a significant improvement to vehicular and pedestrian safety for the Maple At-Grade crossing. They further agreed that further discussions to mitigate truck operations are considered additional and not a necessary requirement on this project and that this should not delay design and construction of this project. We will move forward with development of the Construction and Maintenance (C&M) Agreements, and the UPRR Signal design work.



IV. CLOSING REMARKS / Wrap Up:

- SGVCOG (CI) thanked the regulators and UPRR for attending the meeting. SGVCOG made a presentation to City of Montebello Sep 27, 2023. The council is very eager to see movement on this project. We also made promises to the City and residents that once project zone is done, project will allow the City to apply for a quiet zone designation. They are looking forward to this.
- City of Montebello (Rita Montalvo) stated she is excited about this project and is happy it is moving forward. She looks forward to this long-awaited project getting built.

ATTACHMENTS:

1. Sign In Sheet
2. Figure 1 – Montebello Project Limits
3. Vail – Greenwood Detour
4. Exhibit – Maple Ave. Truck Turning Dock A
5. Exhibit – Maple Ave. Truck Turning Dock B
6. Exhibit – Maple Ave. Truck Turning Dock C
7. Exhibit – Maple Ave. Truck Turning NB & SB Crawford Products
8. Exhibit – School Fence ATC Mines
9. Exhibit – Maple Ave. Truck Turning NB Dairy
10. Exhibit – Maple Ave. North Bound Line of Sight



AT-GRADE SAFETY IMPROVEMENTS AT VAIL, MAPLE, AND GREENWOOD AT UPRR PHASE III - TO #3 - FINAL DESIGN

2nd Diagnostics Meeting - Update on Maple Ave. - Action Plan for Truck Ingress-Egress to Business

Date: 28-Sep-23

Time: 1:00 PM PST

Location: Virtual (Microsoft Teams) Meeting

SGVCG Agreement No.: 15-02

M&N Job No.: 9003-03

NAME	DEPARTMENT	TITLE / ROLE	PHONE#	EMAIL	PRESENT
<u>San Gabriel Valley Council of Governments</u> (626) 962-9292					
Cano	Maria	Public Outreach Specialist	ext. 170	mcano@sgvcog.org	☒
Inciong	Carrie	Senior Project Manager	(626) 485-0008	cinciong@sgvcog.org	☒
Lai	Kevin	Director of Capital Projects	work: (626) 457-1800 mobile: (909) 376-3863	klai@sgvcog.org	☒
<u>City of Montebello</u>					
Montalvo	Rita	Assistant City Engineer		RMontalvo@cityofmontebello.com	☒
<u>Moffatt & Nichol Team</u>					
Balmeo	Phil	Program Manager	(562) 308-5360	pbalmeo@moffattnichol.com	☒
Field	Jason	Rail Specialist	(919) 645-0639	jfield@moffattnichol.com	☒
Gillfillan	Keith	Project Manager	(657) 261-2640	kgillfillan@moffattnichol.com	☒
Hough	Candace	Project Admin	(657) 261-2164	chough@moffattnichol.com	☒
Ragat	Lorlene	Project Admin	(562) 308-5354	lragat@moffattnichol.com	☒
Robinson	Steve	Project Coordinator	(562) 426-9551	srobinson@moffattnichol.com	☒
<u>AECOM (CM Lead for Montebello Project Construction)</u>					
Cheng	Michael		(310) 936-5273	michael.cheng1@aecom.com	☒
Chong	Keith			keith.chong@aecom.com	☒
<u>California Department of Transportation (CALTRANS)</u>					
Ruiz	Carlos		(916) 584-3450	carlos.ruiz@dot.ca.gov	☒
<u>CPUC</u>					
Palas	Christopher	Utilities Engineer	(213) 999-3403	Christopher.Palas@cpuc.ca.gov	☒
Truong	Anh	Senior Utilities Engineer (Supervisor)	(213) 248-5396	Anh.Truong@cpuc.ca.gov	☒



AT-GRADE SAFETY IMPROVEMENTS AT VAIL, MAPLE, AND GREENWOOD AT UPRR PHASE III - TO #3 - FINAL DESIGN

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NAME	DEPARTMENT	TITLE / ROLE	PHONE#	EMAIL	PRESENT	
FRA (Federal Rail Administration)						
Peterson	Jacob	Grade Crossing and Trespasser Outreach	Railroad Grade Crossing Inspector	(760) 220-8627	jacob.r.peterson@dot.gov	☒
Logan	Sara	Grade Crossing and Trespasser Outreach	Railroad Grade Crossing Inspector	(951) 594-3407	Sara.logan@dot.gov	☒
Lin Consulting						
Kommidi	Ray		Sr. Traffic Engineer	(909) 396-6850 x 107	rkommidi@linconsulting.com	☒
Union Pacific Railroad (UPRR)						
Murdie	Casey	Olsson	Senior Engineer / Rail	(949) 383-2338	cmurdie@olsson.com	☒
Oster	Timothy	Benesch	Quiet Zone Specialist	(682) 382-0535	toster@benesch.com	☒
Vineyard	Nick	Benesch	Public Project Engineering Consultant	(909) 222-5659	nvineyard@benesch.com	☒

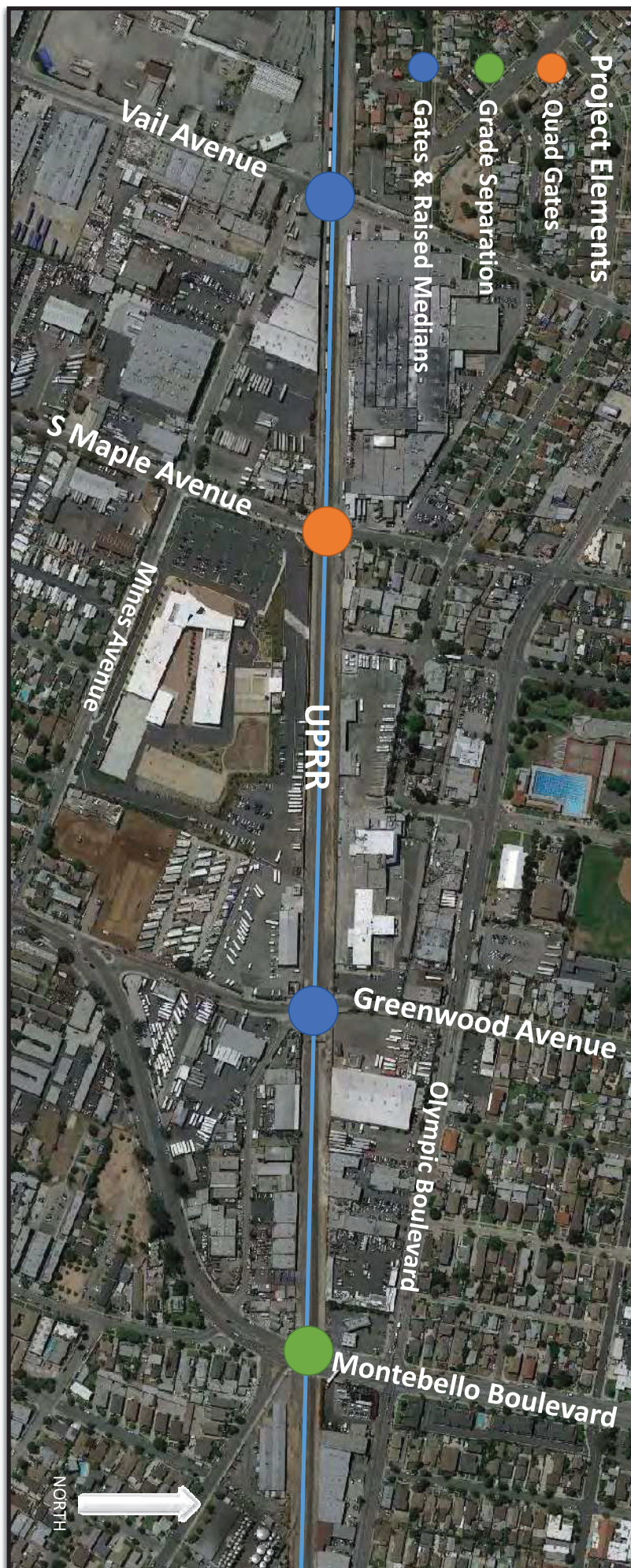
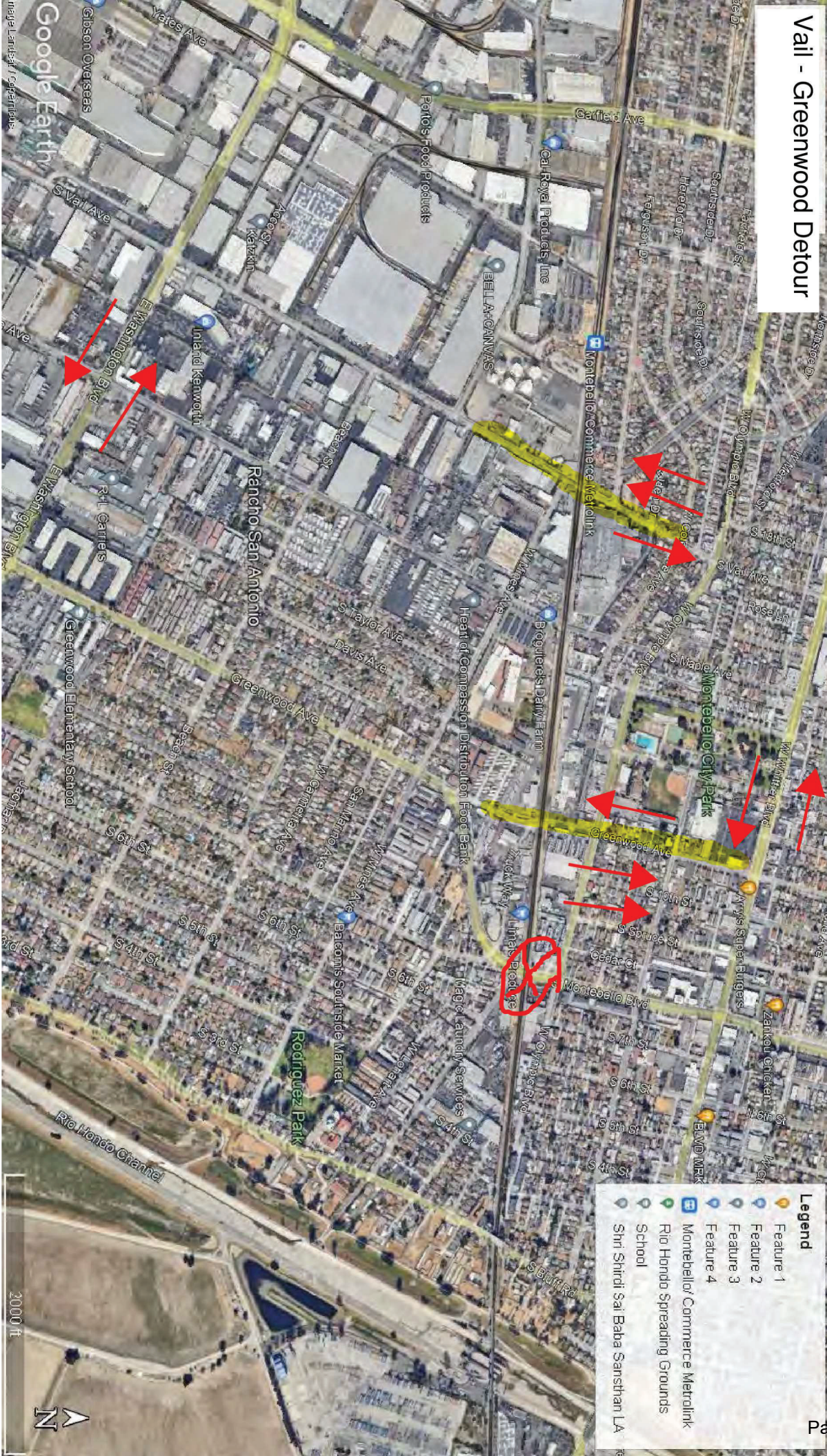
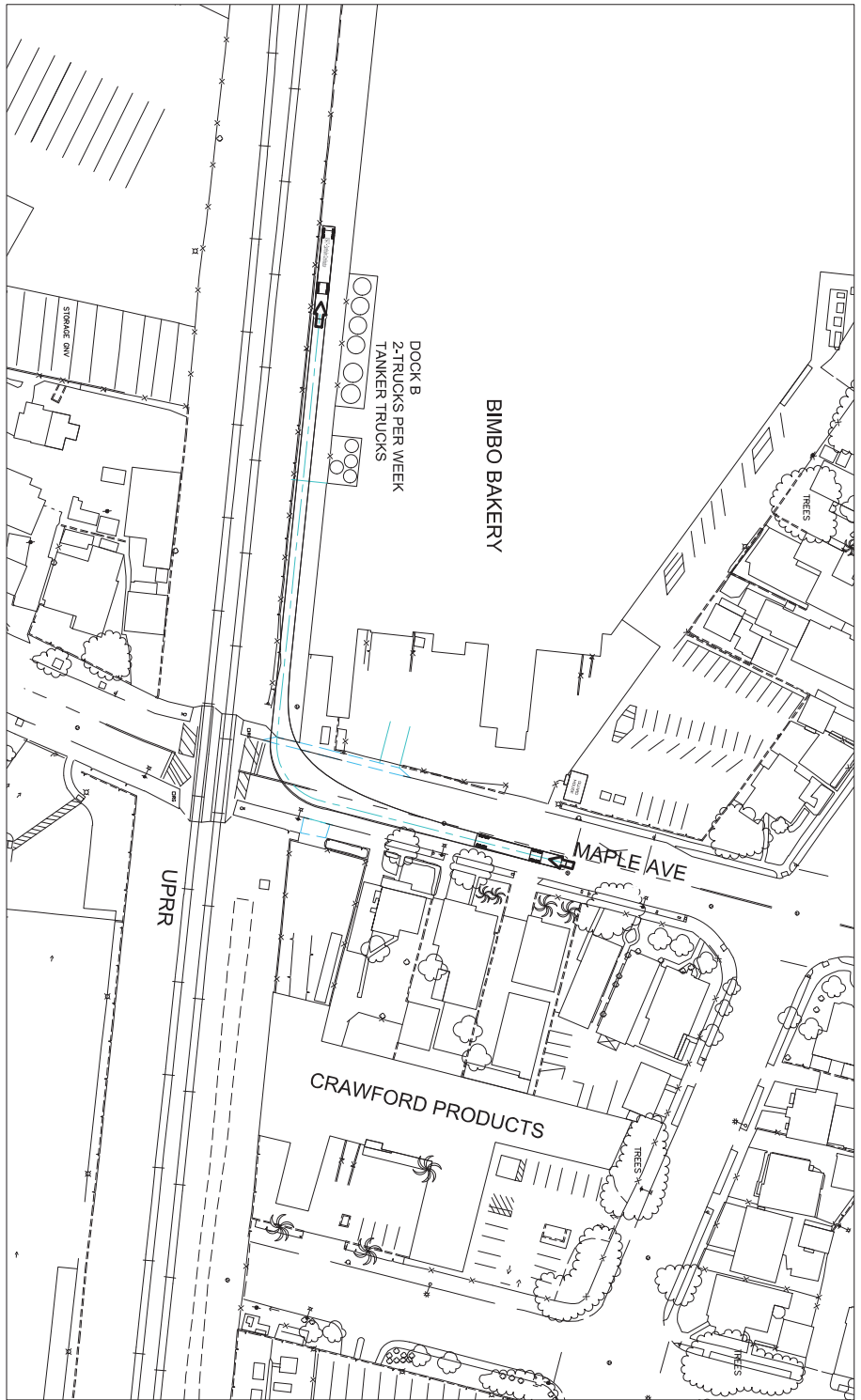


Figure 1 - Project Limits

Vail - Greenwood Detour

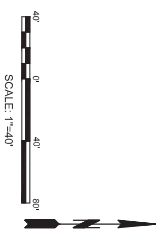




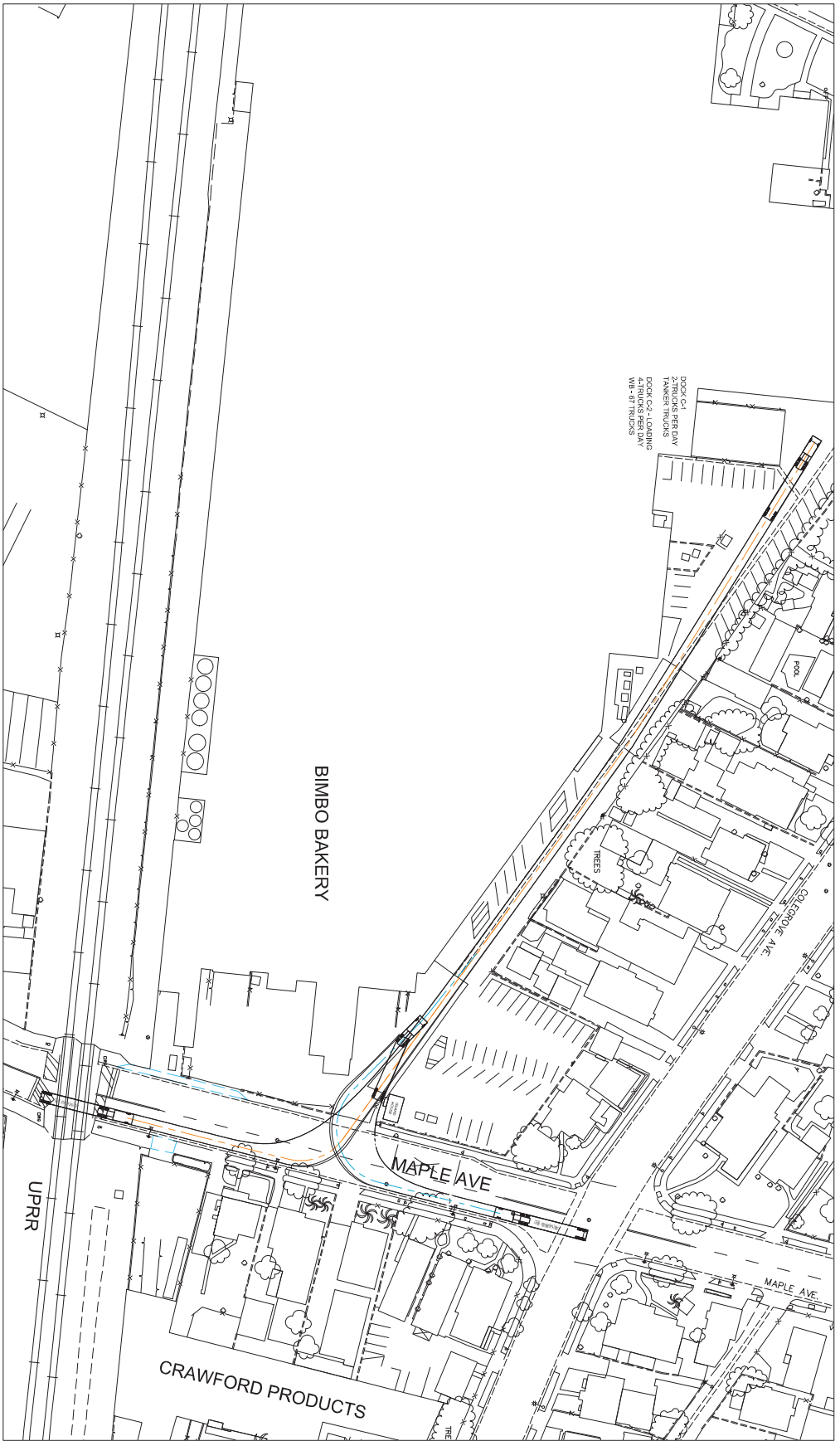
PLAN - MAPLE AVE NB BACK-IN MOVEMENT TO LOADING DOCK B - WB - 67 TRUCK

SCALE: 1" = 40'

NOTES



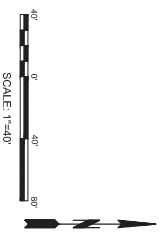
	DATE:		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTEBELLO BOULEVARD GRADE SEPARATION MAPLE AVE BACK-IN MOVEMENT TO LOADING DOCK B	EXHIBIT B
	06/05/2023			



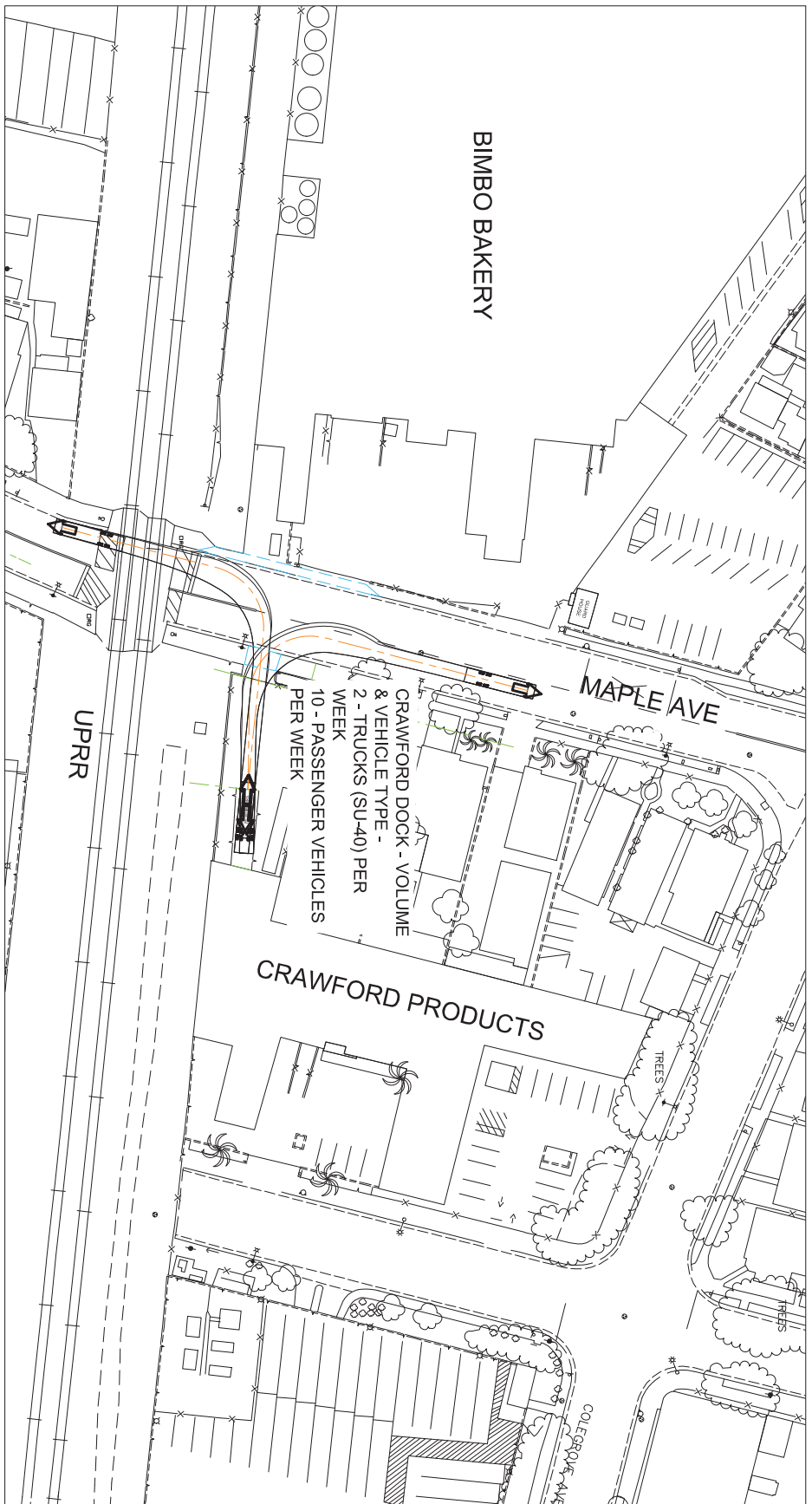
PLAN - NB & SB ACCESS MAPLE AVENUE TO LOADING DOCK - C - WB - 67 TRUCK

SCALE: 1" = 40'

NOTES



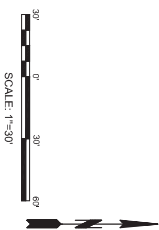
		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTIBELLO BOULEVARD GRADE SEPARATION NB & SB ACCESS MAPLE AVE TO LOADING DOCK C	EXHIBIT E
DATE: 06/05/2023			SHEET 1 OF 2



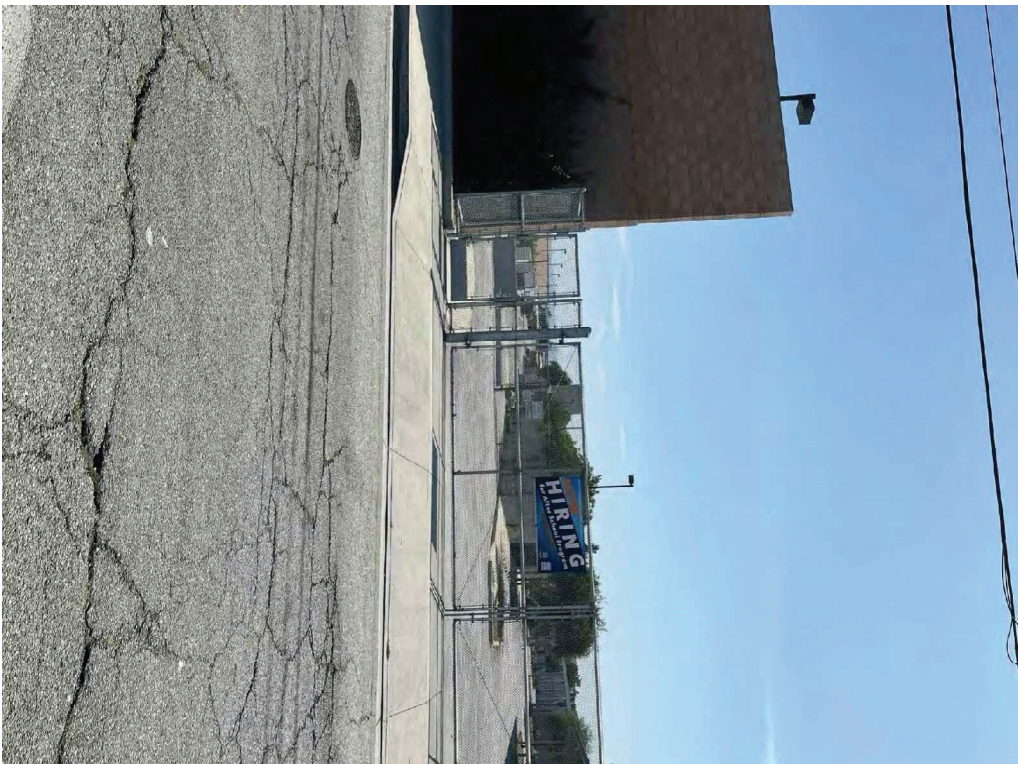
PLAN - MAPLE AVE NB & SB EXIT MOVEMENT FROM CRAWFORD PRODUCTS LOADING DOCK - SU - 40 TRUCK

SCALE: 1" = 30'

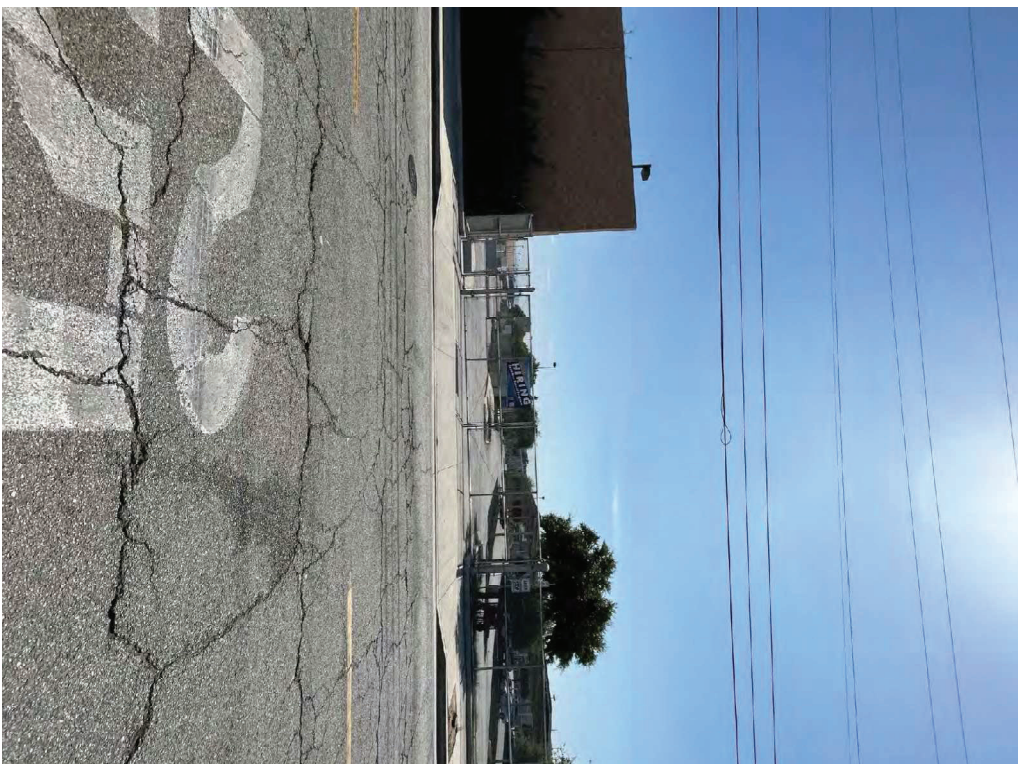
NOTES
 SU-40 TRUCKS BACK IN FROM
 MAPLE AVE. SMALLER VEHICLES
 THAT CAN PERFORM A U-TURN
 WITHIN THE LOADING DOCK AREA
 PULL IN OR BACK IN FROM MAPLE
 AVE.



		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTEBELLO BOULEVARD GRADE SEPARATION MAPLE AVE NB & SB EXIT MOVEMENT FROM CRAWFORD PRODUCTS LOADING DOCK	EXHIBIT C



MONTABELLO UNIFIED SCHOOL DISTRICT, APPLIED TECHNOLOGY CENTER, 1200 W. MINES AVE. PHOTO 1 OF 2

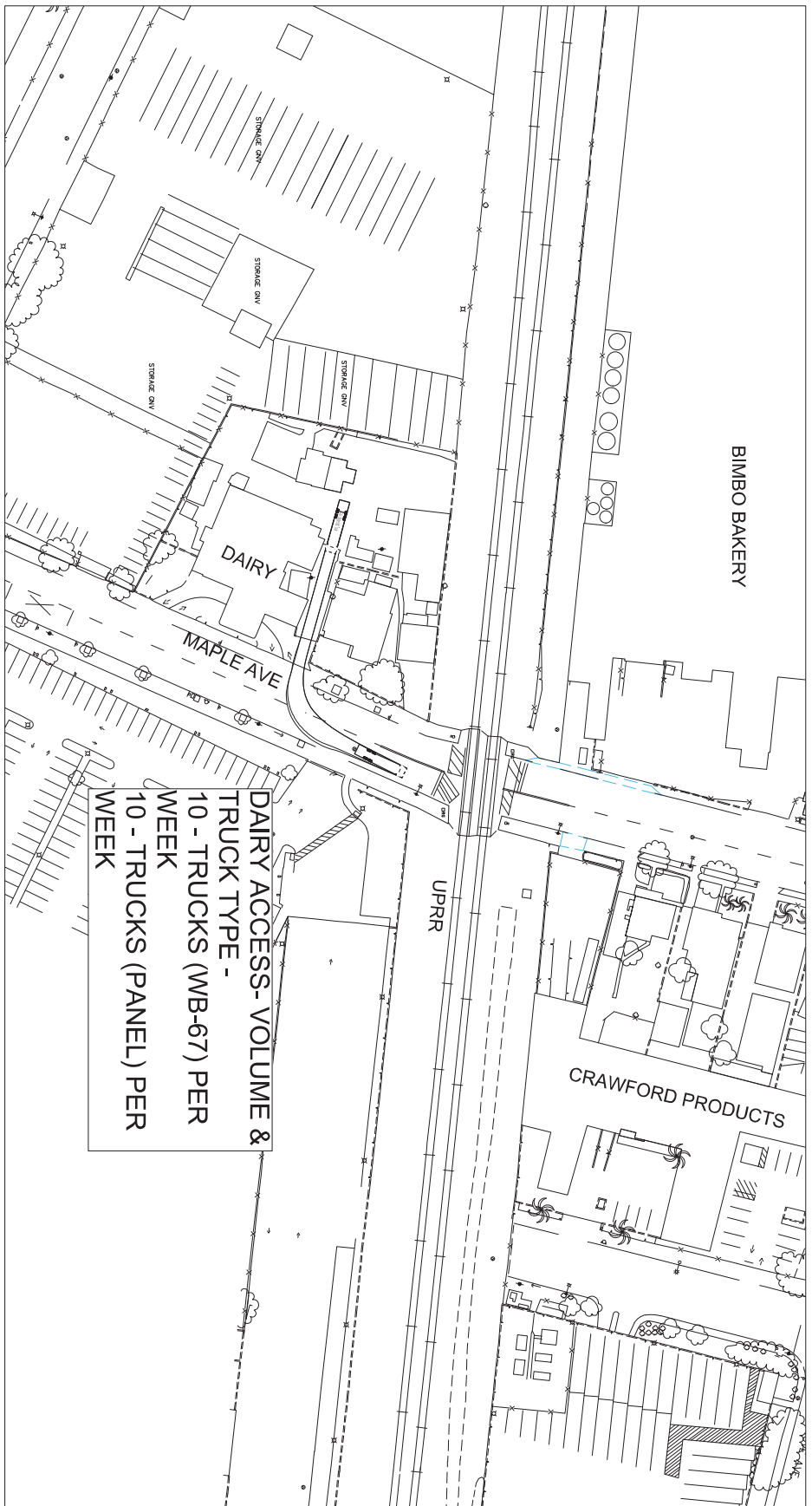


MONTABELLO UNIFIED SCHOOL DISTRICT, APPLIED TECHNOLOGY CENTER, 1200 W. MINES AVE. PHOTO 2 OF 2

NOTE:

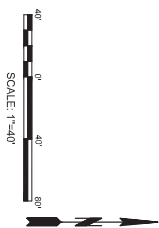
THE PEDESTRIAN GATE IS OPENED DAILY DURING STUDENT DEPARTURE TIME FROM 2:30 PM TO ABOUT 4:30 PM ONLY, BUT NOT THE VEHICLE GATE.

THE VEHICLE GATE REMAINS CLOSED AT ALL TIMES WITH ALL VEHICLES ENTERING AND EXITING THE PARKING LOT THROUGH MINES.



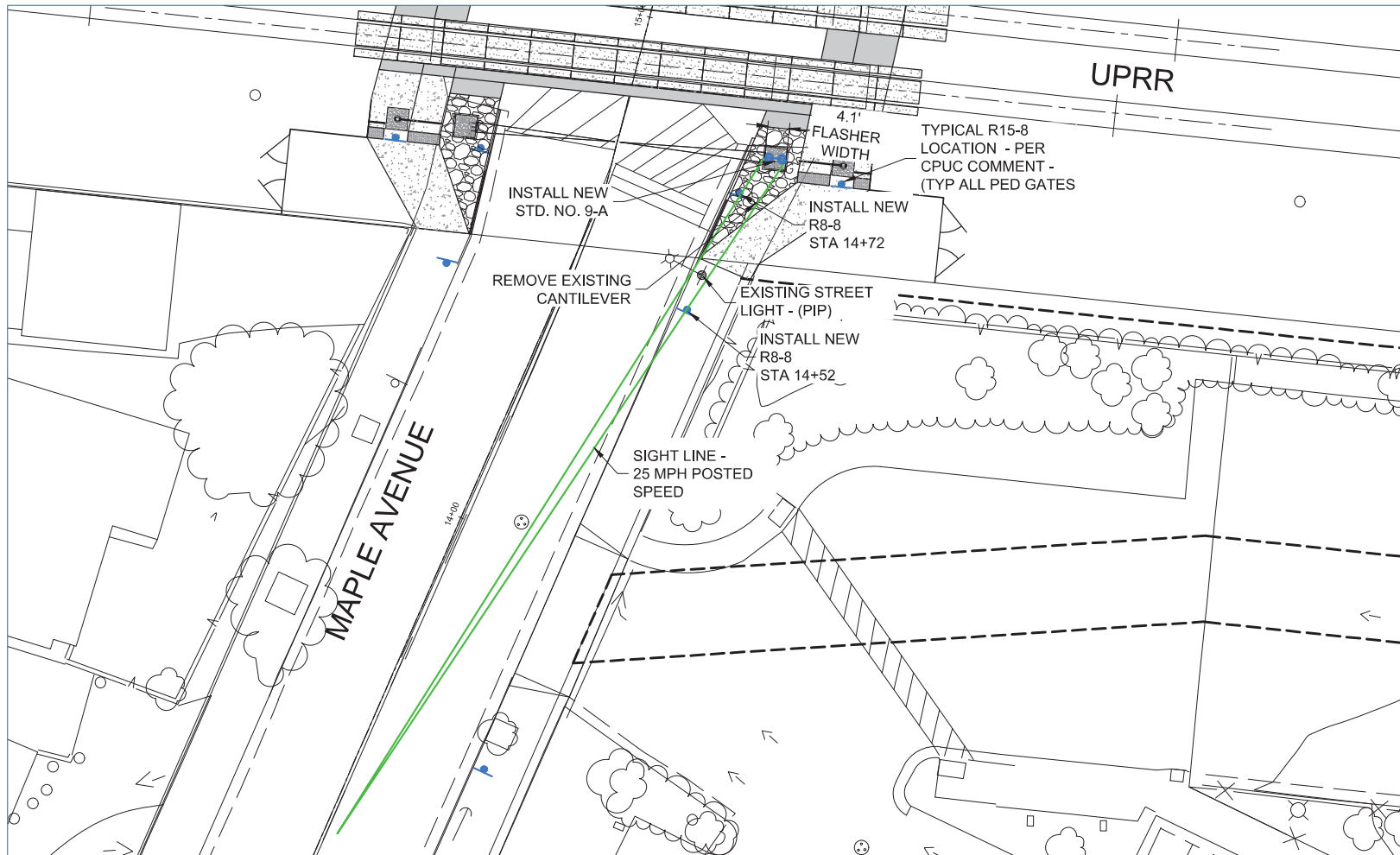
PLAN - MAPLE AVE NB BACK-IN MOVEMENT TO DAIRY STORAGE - SU-40 TRUCK

SCALE: 1" = 40'



NOTES

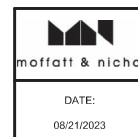
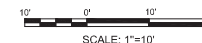
		SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR - EAST PROJECT MONTEBELLO BOULEVARD GRADE SEPARATION MAPLE AVE NB BACK-IN MOVEMENT TO DAIRY STORAGE	EXHIBIT D
DATE: 06/05/2023			SHEET 4 OF 4



NOTES

- 1 - STD. NO. 9 FLASHERS VIEW IS OBSTRUCTED.
- 2 - TO MITIGATE OBSTRUCTED VIEW, REPLACE WITH STD. NO. 9 - A (WITH CANTILEVER).
- 3 - 25 MPH STOPPING SIGHT DISTANCE = 150 FT.

PLAN - MAPLE AVE NB LINE OF SIGHT TO STD. NO. 9 GATE
SCALE: 1" = 10'



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
ALAMEDA CORRIDOR - EAST PROJECT
MONTEBELLO BOULEVARD GRADE SEPARATION
MAPLE AVE NORTH BOUND LINE OF SIGHT
TO STD. NO. 9 GATE

EXHIBIT
A

SHEET 1 OF 1



ITEM # 22

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 1268 BETWEEN THE CITY AND SPRINTCOM, LLC FOR TELECOMMUNICATIONS EQUIPMENT LOCATED AT 901 VIA SAN CLEMENTE**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 1268 to extend lease term between the City and SprintCom LLC; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

SprintCom, LLC (Lessee) rents the location at 901 Via San Clemente for Two Thousand Four Hundred Ninety-Five Dollars (\$2,495) per month (\$29,940/year). On each anniversary of the executed amendment to the agreement, rent shall increase by five percent (5%) above the rent for the prior year. This revenue is accounted for in the Fiscal Year 2023-24 budget and will be adjusted accordingly in the FY 2024-25 budget.

BACKGROUND/DISCUSSION:

On February 9, 1993, the City of Montebello entered into a 15-year lease agreement (Attachment B) for mobile communications services, including the transmission and the reception of radio communication signals on various frequencies and for the construction, maintenance and operation of necessary facilities, including but not limited to, antennas, antenna support poles and towers, antenna cabling, and an interior air-conditioned equipment space in the building located at 901 Via San Clemente.

On July 25, 2007, the City executed Amendment No. 1 to Agreement No. 1268,

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 2 of 2

(Attachment C) thereby extending the agreement for an additional 15-years commencing on February 18, 2008. The lease expired by its own terms on February 17, 2023 and has continued on a month-to-month tenancy as allowed by the original agreement.

Amendment No. 2 (Attachment A) extends the term of this agreement as follows (Section 2):

"Lessee shall have the right to extend this Lease for additional six (6) successive five (5) year terms (each, a "Renewal Term") following the final lease end date of February 17, 2023, and on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended."

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval to execute the Amendment No. 2 (Attachment A) to lease term Agreement No. 1268.

ATTACHMENT(S)

1. Attachment A - LA84650A Second Amendment Lease Renewal Draft-4-18-2024
2. Attachment B - CA-LOS2053-A-001-00-LEASE-2-9-1993
3. Attachment C - CA-LOS2053-A-001-01-AMD-7-25-2007

NEXT STEPS:

N/A

ATTACHMENT A
SECOND AMENDMENT TO BUILDING LEASE AGREEMENT AND OPTION TO EXTEND LEASE
TERM NUMBER 1268

THIS SECOND AMENDMENT TO BUILDING LEASE AGREEMENT AND OPTION TO EXTEND LEASE TERM NUMBER 1268 (“**Amendment**”) is made and entered into as of the date of execution by the last party to sign (the “**Effective Date**”), by and between City of Montebello, a municipal corporation (“**Lessor**”), and SprintCom LLC., a Kansas limited liability company, successor in interest to Clear Wireless LCC, a Nevada limited partnership, as successor in interest to Nextel of California (“**Lessee**”) (Collectively the “**Parties**”). The Parties hereto recite, declare, and agree as follows:

Recitals

A. Lessor and Lessee entered a Building Lease Agreement and Option To Extend Lease Term Number 1268, dated February 18, 1993, as amended by that certain Amendment to Building Lease Agreement and Option To Extend Lease Term Number 1268 dated July 25, 2007 (collectively the “**Lease**”) for the leased premises (as more fully described in the Lease, the “**Premises**”) located at 901 Via San Clemente, Montebello, California 90640 (the “**Property**”).

B. Parties desire to enter this Amendment to modify and amend certain provisions of the Lease.

C. The Lease expired by its terms on February 17, 2023. Lessee has occupied the Premises on a month-to-month tenancy commencing February 18, 2023 (“**Holdover**”).

D. Lessor and Lessee now desire to enter this Amendment to reaffirm, revive, and reinstate the Lease in its entirety subject to the additional terms and conditions set forth below in this Amendment and to further modify and amend certain provisions of the Lease as set forth below.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree as follows:

1. Reinstate Lease. Lessor and Lessee mutually agree to reinstate and reaffirm all the terms and conditions of the Lease, as if fully stated herein, through execution of this Amendment and to extend the term thereof as set forth below.

2. Renewal Term: Current term expired at midnight on February 17, 2023. Lessee shall have the right to extend this Lease for additional six (6) successive five (5) year terms (each, a “**Renewal Term**”) following the final lease end date of February 17, 2023, and on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee 's intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

3. Payment Due. The parties hereby agree that, as of the date of this Amendment, there are no payment obligations of Lessee under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Lessee shall be billed by Lessor to Lessee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Lessor. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

4. Parties' Notice Address. Lessee's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. LA84650A

5. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meaning as such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

6. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained all such consents or approvals.

7. Authorization. The people who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

8. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

Lessor:
City of Montebello
a municipal corporation

Lessee:
SprintCom LLC
a Kansas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

028B07MO.LSE 01/28/93 10:48am

BUILDING LEASE AGREEMENT AND OPTION TO EXTEND LEASE TERM

NO. 1268

This Building Lease Agreement and Option to Extend Lease Term ("Agreement") is entered into this 9th day of February, 1993 between SMART SMR OF CALIFORNIA, INC., a Delaware Corporation, ("Lessee") and CITY OF MONTEBELLO, a Municipal Corporation ("Lessor").

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and building (the "Building") located thereon as described in Exhibit A annexed hereto (the Building and the Land are hereinafter collectively referred to as the "Property"). Subject to the terms and conditions contained herein, Lessor hereby leases to Lessee and Lessee leases from Lessor a certain interior space in the Building and certain space either adjacent to or on the roof of the Building (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile communications services, including the transmission and the reception of radio communication signals on various frequencies and for the construction, maintenance and operation of necessary facilities, including but not limited to, antennas, antenna support poles and towers, antenna cabling, and an interior air conditioned equipment space in the Building.

3. **City and Other Governmental Agency Permits and Approvals.** Before commencement of construction or development of any work of improvement upon each phase, Lessee shall (at Lessee's expense) secure, or cause to be secured, any and all permits which may be required by the City or any other governmental agency having jurisdiction over such construction or development.

4. **Local, State and Federal Laws.** Lessee shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state occupation, safety and health standards.

5. **Term.** The term of this Agreement shall be five (5) years commencing on the date of full execution of this Agreement (the "Lease Commencement Date") and terminating on the fifth (5th) anniversary of the Lease Commencement Date (the "Term"). If the Lease Commencement Date is a date other than the first day of the

month, the Rent for the first calendar month shall be prorated on the basis of the number of actual days in such partial calendar month and shall be payable within fifteen (15) days of the Lease Commencement Date. Lessee shall have the option ("Option") to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor not less than sixty (60) days prior to the respective expiration date of Lessee's intention not to extend such Term or Renewal Term.

6. Rent.

(a) For the initial Term, Lessee shall pay to Lessor as rent ("Rent") One Thousand Two Hundred Dollars (\$1,200.00) per month. Rent shall be payable in advance on the first day of each month. Lessee also contemplates installing additional radio racks with dimensions of 24" x 24" x 7' for the housing of additional equipment (the "Rack"). If more than four Racks are installed, then Lessee shall pay an additional rental charge of Three Hundred Dollars (\$300.00) per Rack per month.

(b) On each anniversary of the Lease Commencement Date, Lessee shall pay Rent, increased by five percent (5%) above the Rent for the prior year.

(c) The base Rent shall be readjusted at the beginning of each subsequent Term after the initial Term. At the beginning of each subsequent Term, the base Rent shall be readjusted to the then current market rent ("Current Market Rent"). Current Market Rent shall be determined by examining the rent charged for comparable premises at comparable properties in or around Southern California. If the Lessor and the Lessee cannot agree on the Current Market Rent, each party, at its own expense, shall hire an appraiser who is familiar with comparable rental properties in or around Southern California. The Current Market Rent agreed to by both appraisers shall be the Current Market Rent for the purposes stated herein. If, however, the appraisers hired by the Lessor and the Lessee cannot agree on the Current Market Rent for the Premises, the appraisals will be averaged to arrive at the Current Market Rent for the purposes stated herein. However, in no event shall the base Rent rate as adjusted at the beginning of a Term be decreased from the base Rent for the prior Term.

(d) As additional consideration, Lessee shall provide to Lessor, at no additional cost to Lessor, twelve (12) mobile radios of Lessee's choice which are suitable for use on Lessee's ESMR system. Lessor shall be supplied with the radios at the time Lessee's system commences operations, provided that Lessor executes a one (1) year subscription or service agreement with SMART SMR of California, Inc. (or its successors or assigns) and abides by the terms and conditions of said subscription or service agreement.

Lessee shall provide said service at the best available rate permitted.

(e) If this Agreement is terminated prior to its expiration, Rent shall be prorated as of the date of termination.

7. Improvements; Liability; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including an air conditioned equipment room in the Building, utility lines, transmission lines, radio transmitting and receiving antennas and supporting structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work ("Lessee's Work") shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner and shall not interfere with operations of the City or any of City licensees in the Building. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain the personal property of Lessee and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement provided that Lessee repairs any damage to the Premises caused by such removal and returns the Premises to the condition it existed prior to the execution of this Agreement.

(b) Lessee must draw separately metered electricity from the electric supply on the Property. Lessee shall have the right, at its option and expense, to obtain electrical service from any utility company that provides electric service to the Premises, including the installation of a separate meter and main breaker. Lessee has the right to improve the present utilities on the Premises and to install new utilities (including a standby power generator for Lessee's exclusive use at a location on the Property acceptable to both parties). Lessee also has the right to bring utilities across the Property underground in order to service the Premises. The location of the utility lines shall be as required by the applicable utility company and acceptable to Lessor. At Lessee's reasonable request, Lessor shall execute necessary documents evidencing such utility easement rights, including without limitation, a utility right of way in favor of Lessee or the applicable utility company. Lessee shall pay for the electricity it consumes in its operations.

(c) Lessor shall provide to Lessee, Lessee's employees, agents and subcontractors access over the Property to the Premises twenty-four (24) hours a day, seven (7) days a week. A City employee must accompany Lessee's employees, agents and subcontractors between the hours of 2:00 p.m. and 6:00 a.m., and

Lessee will be responsible for paying the cost of City employees for access to the building. In an emergency, Lessor may enter upon the Premises without notice to Lessee, provided it acts with due care with regard to Lessee Facilities.

(d) Prior to commencing construction, Lessee shall obtain Lessor's approval of Lessee's plans for Lessee's Work, which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) working days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such five (5) working day period, it shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans.

9. Interference.

(a) Lessee shall install and operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the communications site, provided that their installation predates (city communication facilities exempt) the Lessee Facilities. All operations by Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements. Lessee's operation shall not cause any interference to residents of the area in which the Premises is located.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not consent to its lessees or licensees installing new equipment in the Building, except what may be required for the City communication system if such equipment is likely to cause interference with Lessee's operations. However, Lessor shall not be responsible for the effects of new equipment which can be installed as a matter of right under any agreement which predates this Agreement. Such interference shall be deemed a material breach by Lessor.

(c) If Lessor breaches its obligations under this paragraph, Lessor, upon receiving notice from Lessee of any such breach, shall take all steps necessary to correct and eliminate such harmful interference, including, without limitation, enforcing provisions in any license or other agreement between Lessor and the persons or entities causing such harmful interference, pursuant to which Lessor may compel such persons or entities to cease operation, modify their equipment and/or antennas, or remove their equipment and/or antennas from any facilities or towers owned or leased and/or managed by Lessor on the Land. If Lessor cannot correct such harmful interference within five (5) days, Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to terminate this Agreement. Upon such termination, Lessor shall return any unearned Rent to Lessee.

10. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes attributable to the Property.

11. Equipment.

(a) Lessee shall provide all transmitters and receivers and all related electronic equipment ("Site Equipment") required for the installation and operation of Lessee's system. The Site Equipment is and shall remain the sole property of Lessee and may be removed from the Premises by Lessee at any time. All Site Equipment shall be removed from the Premises at Lessee's expense, upon the termination of this Agreement.

(b) Lessee shall provide all of the equipment and labor necessary for the installation of Lessee's system including the antennas, associated feed lines, isolation equipment and electrical terminals. The equipment provided by Lessee shall remain the sole personal property of Lessee and shall not be deemed fixtures.

(c) Lessee will use batteries associated with the equipment that do not require constant ventilation or are subject to spill and ensure that space required for the batteries meets the building code requirements under ventilation and fire protection.

(d) The room will require separate temperature control and all ducts associated with the existing air condition shall be sealed to prevent contaminated air caused by the storage of any batteries or other electrical problems from being circulated throughout the building.

(e) Lessee shall, at its sole cost and expense, maintain and repair its Site Equipment.

12. Fire Protection. This system may require additional fire protection in addition to the existing sprinkler protection system. Any additional fire protection system must be approved by the City Fire Department. In addition, a separate fire alarm may be required. Any additional fire protection system must be approved by the City Fire Department. Lessee will incur all costs associated with necessary fire protection modifications and ensure that these modifications do not interfere with the operation of Lessor or any of its sublessees or licensees.

13. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property; and Lessee has the right to remove the same at any time without Lessor's consent, but subject to returning the Premises to its original condition, as set forth at Paragraph 7(a).

(b) Lessor acknowledges that Lessee has financed the Lessee Facilities and Site Equipment (the "Collateral") with Motorola, Inc. ("Motorola") and Northern Telecom Finance Corp. ("NTFC"). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

14. Termination.

(a) This Agreement may be terminated without further liability on forty five (45) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary to the construction and operation of Lessee Facilities; or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

(b) Lessor consents to the assignment by Lessee of this Agreement to Motorola and/or NTFC as security for the payment of all indebtedness and performance of obligations under the promissory notes and Financing and Security Agreement evidencing the financing referred to in Paragraph 11(b) above; provided that, such assignment shall not constitute assumption by Motorola and/or NTFC of any obligations under this Agreement unless and until Motorola and/or NTFC elects to assume Lessee's rights and obligations herein in the event Lessee defaults under such promissory notes, Financing Agreement or any agreement with Motorola and/or NTFC related thereto. In such event, Motorola and/or NTFC may, but shall have no obligation to take in its name or in the name of Lessee or otherwise, such actions as Motorola and/or NTFC may, at any time or from time to time deem necessary to utilize the Premises. Lessee hereby irrevocably authorizes Lessor to accept such performance by Motorola and/or NTFC.

15. Termination in the Event of Casualty or Condemnation.

(a) In the event of any damage, destruction or condemnation of the Premises or any part thereof which renders the Premises unusable or inoperable, Lessee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations herein by giving written notice to Lessor within thirty

(30) days after such damage, destruction or condemnation.

(b) If Lessee does not terminate this Agreement under Subparagraph 15(a): (i) the Rent payable herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises; and (ii) within sixty (60) days from the date of such damage or destruction, Lessor shall make any necessary repairs to the Premises caused by any such damage or destruction. In the event Lessor has not completed such repairs within such sixty (60) day period, Lessee shall have the right, but not the obligation, to terminate this Agreement by giving written notice to Lessor within seven (7) days following expiration of such sixty (60) day period.

(c) In the event of condemnation, unless i) Lessee terminates this Agreement under Subparagraph 15(a) above; or ii) Lessee is allowed by the condemning authority to continue its operations on the Premises, this Agreement shall terminate as of the date title to the Land vests in the condemning authority or Lessee is required to cease its operations, whichever is earlier. Lessee shall be entitled to share in the proceeds of any condemnation, and Lessee's share shall include the value of any improvements which are transferred to the condemning authority, moving expenses, prepaid rent and business dislocation expenses.

16. Insurance.

(a) During the Term and any Renewal Term of this Agreement, Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on Lessee's Site Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph.

(b) All insurance required under this Agreement shall:

(1) Be issued as a primary policy; and

(2) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each certificate of the policy shall be deposited with Lessor within thirty (30) days of Lessee's exercise of its Option and, on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy.

17. Waiver of Subrogation. Lessor and Lessee release each other, and their respective principals, employees, representatives.

and agents, from any claims for damage to any person or to the Premises, or to Lessee's Site Equipment thereon that are caused by, or result from, risks insured against or under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this paragraph.

18. Assignment. Neither Lessor nor Lessee may assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that Lessor or Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to Motorola's and/or NTFC's interest in this Agreement as set forth in Paragraphs 9 and 10 herein.

19. Premises. Lessee shall maintain the Premises and operate its facilities thereon in such manner as will best enable it to fulfill its service requirements, and in accordance with the specifications herein mentioned.

20. Warranty of Title and Quiet Enjoyment.

(a) Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises; subject, nevertheless, to the terms and conditions of this Agreement. Lessor is prepared to document its interests in the Property.

(b) Lessor warrants, to the best of its knowledge, that the making of this Agreement and the performance thereof will not violate any laws, ordinances, restrictive covenants, or the provision of any mortgage, lease, or other agreements under which Lessor is bound and which restricts the Lessor in any way with respect to the use or disposition of the Property.

21. Repairs. Lessee shall not be required to make any repairs to the Premises or Property except roof leaks associated with Lessee's antenna, if any, unless such repairs shall be necessitated by reason of the default or neglect of Lessee, its agents, servants or employees as specified herein.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provisions.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties, as set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

Lessee

SMART SMR of California, Inc.
1335 South Acacia Avenue
Fullerton, CA 92631

Lessor

City of Montebello
Parks and Recreation Department
1600 W. Beverly Blvd.
Montebello, CA 90640

With a copy to:

Fleet Call, Inc.
201 Route 17 North
Rutherford, NJ 07070
Attn: Contracts Administrator

(f) This Agreement shall be governed under the laws of the State of California.

(g) If Lessee exercises its Option, the parties shall cooperate in executing any documents (including, but not limited to, an Estoppel Certificate, a Memorandum of Agreement and a Non-

Disturbance and Attornment Agreement) necessary to protect Lessee's rights herein or Lessee's use of the Property. Lessor acknowledges that a Memorandum of Agreement, in the form attached hereto as Exhibit C, will be recorded by Lessee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Lease, Lessee agrees to record an Agreement evidencing the termination of Lessee's interest in the Property.

(h) If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

(i) Lessee, at its sole cost and expense, shall enclose room providing separation from the women's locker room.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST WITNESS

LESSOR

CITY OF MONTEBELLO, a Municipal Corporation


Mary Anne Saucedo
City Clerk

By: Will M. Mohr Date: 2/9/93

Title: Mayor

ATTEST WITNESS

LESSEE

SMART SMR OF CALIFORNIA, INC.,
a Delaware Corporation

By: Mark B. Wilson Date: 2/18/93

Officer and Senior Vice President of
Engineering Operations and
Product Development

Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 1993 by and between CITY OF MONTEBELLO, as Lessor, and SMART SMR OF CALIFORNIA, INC., as Lessee.

The Property is legally described as follows:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot A of Tract 10034, in the city of Montebello, as per map recorded in Book 146, Pages 51 etcetera of Maps, in the office of the county recorder of said county.

EXCEPT from said Lot A that portion thereof described as follows:

Beginning at the Southeasterly corner of Lo 244 of said Tract 10034; thence in a direct line 100 feet to the Northeasterly corner of said Lot 244; thence north $89^{\circ}39'45''$ East along the Easterly prolongation of the Northerly line of said Lot 244, a distance of 69.69 feet to the Westerly line of Via San Clemente as described in the deed recorded in Book 18958, Page 284 of the Official Records of said county; thence Southerly along said Westerly line on a curve concave Southeasterly and having a radius of 502.45 feet an arc distance of 107.57 feet to its intersection with the Northerly line of Via Breve, as shown on said Map of Tract 10034; thence Westerly along said Northerly line of Via Breve, 30.61 feet to the point of beginning.

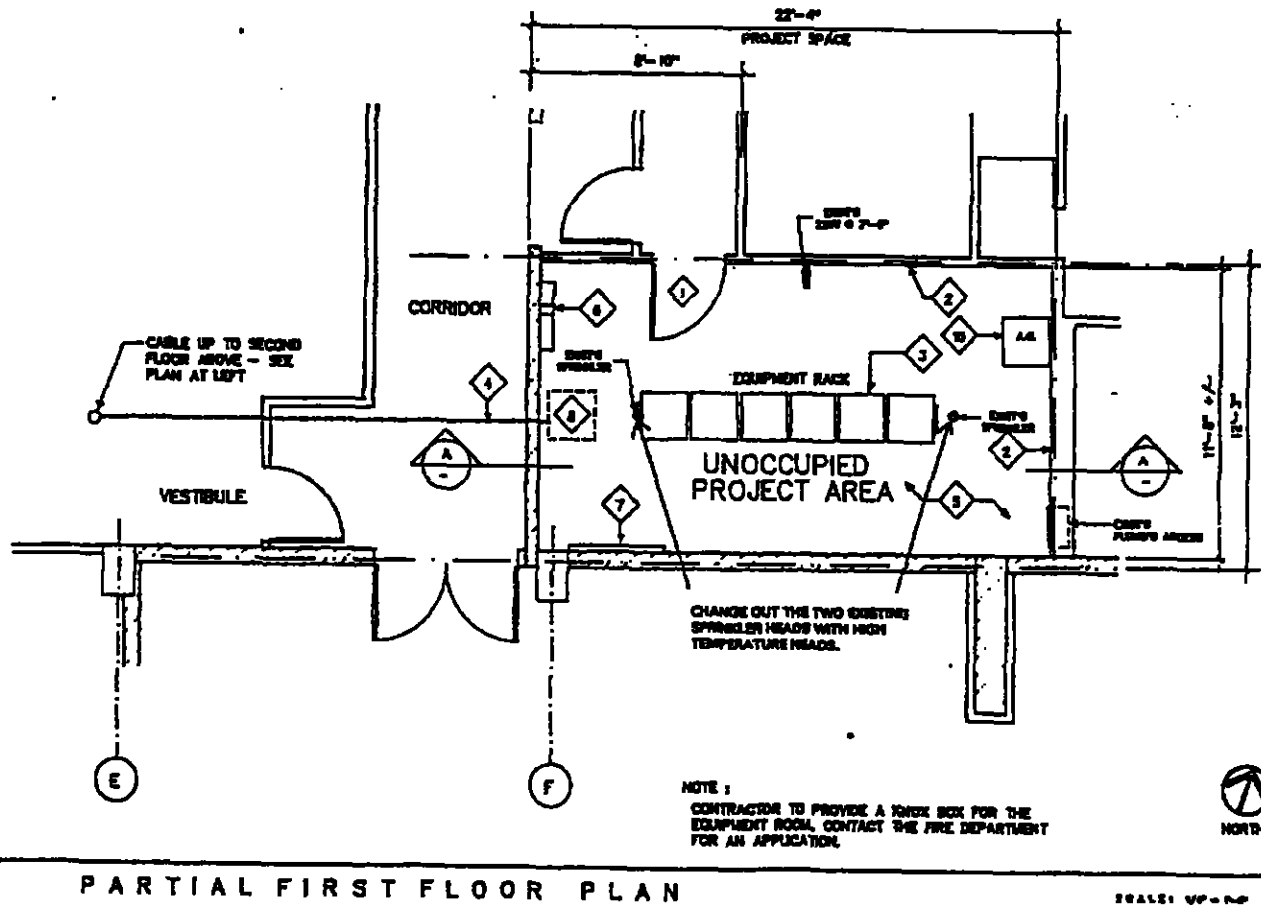
Initials

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement dated February 9, 1993 by and between CITY OF MONTEBELLO, as Lessor, and SMART SMR OF CALIFORNIA, INC., as Lessee.

The Premises are described and/or depicted as follows:



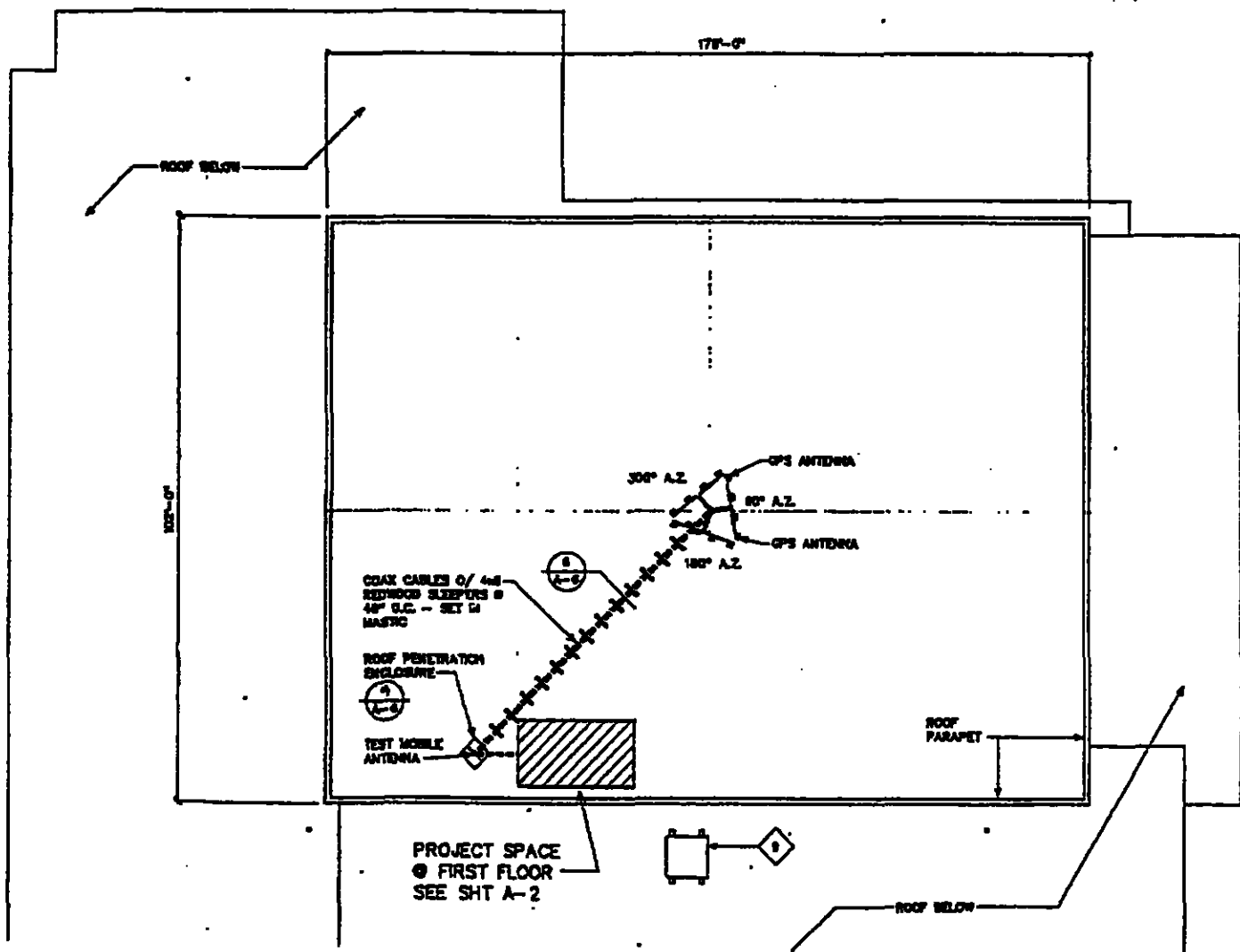
Notes:

1. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Initials

W.M.M.

MRB



Initials

Wm M.
M.B.

MEMORANDUM OF AGREEMENT

Page 1 of 2

This Memorandum of Agreement is entered into on this 9th day of February, 1993, by and between CITY OF MONTEBELLO with an office at Montebello, California (hereinafter referred to as "Lessor") and SMART SMR OF CALIFORNIA, INC., a Delaware Corporation with an office at 1335 South Acacia, Fullerton, California 92631 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Building Lease ("Agreement") on the 9 day of February, 1993, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on February 9,, 1993 and ending on February 9, 1998, with two (2) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

LESSEE:

CITY OF MONTEBELLO

SMART SMR OF CALIFORNIA, INC.

By: William M. Molinari

By: _____

Name: William M. Molinari

Name: _____

Title: Mayor

Title: _____

Date: February 9, 1993

Date: _____

Initials

W M M.
MBJ

MEMORANDUM OF AGREEMENT

Page 2 of 2

STATE OF _____

COUNTY OF _____

On _____, before me, _____,
 Notary Public, personally appeared _____,
 personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person whose name is subscribed to
 the within instrument and acknowledged to me that he executed the
 same in his authorized capacity, and that by his signature on the
 instrument, the person, or the entity upon behalf of which the
 person acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____,
 Notary Public, personally appeared _____,
 personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person whose name is subscribed to
 the within instrument and acknowledged to me that he executed the
 same in his authorized capacity, and that by his signature on the
 instrument, the person, or the entity upon behalf of which the
 person acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

My commission expires: _____

Initials

 Will M. M.
 MBN

AMENDMENT TO BUILDING LEASE AGREEMENT
AND OPTION TO EXTEND LEASE TERM
NUMBER 1268.

This Amendment is made by and between CITY OF MONTEBELLO, a Municipal Corporation ("Lessor") and Nextel of California, Inc., a Delaware corporation ("Lessee"). This Amendment is attached to and made a part of the Standard Option and Building Lease Agreement No.1268 ("Agreement") dated February 9, 1993, which was executed by the successors-in-interest of both Lessor and Lessee.

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 5 of Agreement Number 1268 is hereby amended to read as follows: 

5. Term. The term of this Agreement shall be five (5) years commencing on February 19, 2008 ("Lease Commencement Date") and terminating on the fifth (5th) anniversary of the Lease Commencement Date (the "Term"). If the Lease Commencement Date is a date other than the first day of the month, the Rent for the first calendar month shall be prorated on the basis of the number of actual days in such partial calendar month and shall be payable within fifteen (15) days of the Lease Commencement Date. Lessee shall have the option ("Option") to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor not less than sixty (60) days prior to the respective expiration date of Lessee's intention not to extend such Term or Renewal Term.

2. Section 6 of Agreement Number 1268 is hereby amended to read as follows:

6. Rent

(a) For the initial Term, Lessee shall pay to Lessor as rent ("Rent") Two Thousand Four Hundred Ninety-Five Dollars (\$2,495.00) per month. Rent shall be payable in advance on the first day of each month. Lessee also contemplates installing additional radio racks with dimensions of 24" x 24" x 7' for the housing of additional equipment (the "Rack"). If more than four Racks are installed, then Lessee shall pay an additional rental charge of Four Hundred Dollars (\$400.00) per Rack per month.

3. Section 22 (e) of Agreement Number 1268 is hereby amended to read as follow:

22. Miscellaneous

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties, as set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

AMENDMENT TO AGREEMENT NO. 1268

Page 2 of 2

Lessor

City of Montebello
Finance Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lessee

Sprint Nextel Property Services
310 Commerce,
Irvine, CA 92602

With a mandatory copy to:

Sprint Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attn: Real Estate Attorney

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the 25th day of July, 2007.

LESSOR

LESSEE

CITY OF MONTEBELLO, a Municipal Corporation

Nextel of California, Inc., a Delaware corporation

By: 

By: 

Name: Randy E. Narramore

Name: STEVEN L. SEBAUGH

Title: Interim City Administrator

Title: Site Modification Manager



ITEM # 23

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

**SUBJECT: ADOPT RESOLUTION 24-28 APPOINTING A MEMBER AND
ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES
GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Resolution No. 24-28 appointing one primary board member and an alternate board member representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) on June 26, 2013. As a result, it is now time to appoint one primary board member and up to three alternates to represent the City of Montebello on the Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

In accordance with GWMA's Bylaws adopted on October 12, 2015, all non-Legislative Body appointments to the GWMA Board must be made by Resolution. Legislative Body

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 2 of 2

appointments may be done by minute order.

GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later. The draft resolution attached to this report would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to change its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 24-28 appointing Cesar Roldan, Public Works Director, as the primary board member and Rita Montalvo, Assistant Public Works Director, as the alternate board member representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

ATTACHMENT(S)

1. Attachment A - Resolution - 24-28

NEXT STEPS:

N/A

RESOLUTION NO. 24-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPOINTING A MEMBER AND ALTERNATE TO THE LOS ANGELES GATEWAY
REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS
AUTHORITY GOVERNING BOARD**

RECITALS

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Montebello is a member of the GWMA; and

WHEREAS, under the GWMA Joint Powers Agreement, each member agency shall appoint one member and up to three alternate members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, pursuant to the GWMA Bylaws, the member and alternate members appointed by this Resolution shall hold office until September 30, 2025.

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each odd-numbered year.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

Section 1. Effective May 8, 2024, Cesar Roldan, Director of Public Works, is appointed to serve as the GWMA Board Member representing the City of Montebello

Section 2. Effective May 8, 2024, Rita Montalvo, Assistant Director of Public Works, is appointed to serve as alternate Board Member representing the City of Montebello.

Section 3. The Board Member and alternate Board Member designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

Section 4. This resolution shall take effect immediately upon its adoption by the City council, and the City Clerk shall certify the vote adopting this resolution.

RESOLUTION NO. 24-28

Page 2 of 2

APPROVED AND ADOPTED THIS 8TH DAY OF MAY 2024.

Scarlett Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-28 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of May 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 24

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4193 TO AMTECH ELEVATOR SERVICES TO PROVIDE ELEVATOR MAINTENANCE AND REPAIR SERVICES**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4193 to Amtech Elevator Services to provide elevator maintenance and repair services for a three (3) year term in a total not-to-exceed amount of \$200,694; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City released Request for Proposal (RFP) No. 24-11 for Citywide Repairs and Maintenance of Elevator Systems at Various Facilities on February 14, 2024. The City received five proposals: Amtech Elevator Services, Elevator Support Services, Elevators Etc, EnPro Elevator Inc., and SmartRise Elevator Services. Staff reviewed the five proposals and rated them based on their respective qualifications.

Based on the documents submitted and overall cost, staff recommends awarding the professional services agreement to Amtech Elevator Services to provide Repairs and Maintenance of Elevator Systems for three years (with the option of two (2) one-year extensions). The following is a tabulation of the fiscal impact for each of the three years of the initial term of the agreement:

1. Year 1	\$16,320
-----------	----------

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2. Year 2	\$16,891
3. Year 3	\$17,482
4. Year 4 (if extended)	\$18,094
5. Year 5 (if extended)	\$18,728

Staff additionally seek an appropriation of \$50,000 per each fiscal year over the three-year period for as needed repairs. Therefore, the total not-to-exceed amount for the initial three-year agreement term is \$200,694 (\$150,000 for as needed repairs plus \$50,694 for basic, ongoing maintenance services). This funding will ensure elevators at all City facilities (e.g., Police, Reggie Rodriguez Park, Transit, Quiet Cannon, etc.) are properly maintained, while providing additional funding for any unforeseen as-needed repairs.

Sufficient funding for these services will be included in the Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

The purpose of this contract is to provide full-service elevator maintenance and repair services at City facilities. Elevator services are a very important function of the City's compliance with the Americans with Disabilities Act (ADA). A formal RFP is required to solicit responses for this specific service. The RFP focused on quality and consistency of services by requiring a minimum level of staffing, requiring a minimum level of management, and requiring a minimum cost for material and supplies to help contractors bid the job more accurately.

A formal RFP (Attachment A, Exhibit A) was published to solicit proposals from qualified vendors to provide the necessary services. Contractors were required to carefully examine the elevator sites, the proposal, and contract forms for the work contemplated. The term of the contract will be for an initial three (3) year period with two (2) one (1) year renewal options.

Amtech Elevator has been serving the Los Angeles area since 1969. Originally a subsidiary of the ABM group of Building Services Companies, Amtech Elevator was acquired by United Technologies, a Fortune 500 Company, under the Otis Elevator division in 2003. Otis Elevator is the oldest and largest elevator company in the world, employing 60,000+ skilled employees worldwide. Upon Otis Elevator acquiring Amtech Elevator Services, Amtech Elevator is now even stronger, benefiting from the broad and deep resources offered by its parent company, including environmental and safety policies, extensive engineering resources, and product/parts availability, yet continues to operate independently, as a locally based company.

Amtech Elevators' approach to interfacing with the City of Montebello during standard and specialized projects is to clearly communicate with all facility personnel to ensure a clear understanding of maintenance scope, timelines, and special requirements.

They specialize in all makes and models of vertical transportation with an ability to provide technical and material sourcing on all currently installed equipment. They also offer a unique ability to provide local and national engineering support to ensure that City

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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facilities meet uptime requirements. Their extensive parts inventory and comprehensive safety program will allow them to maintain the City of Montebello with the flexibility of a small local company, with access to the resources of a large worldwide corporation.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City approve Professional Services Agreement No. 4193 for an initial three (3) year term and Authorize the City Manager to execute the Agreement (Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr. 4193 AMTECH Elevator Services

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4193
WITH AMTECH ELEVATOR SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 8th, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **AMTECH ELEVATOR SERVICES** (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified contractor to repair and maintenance elevators within the Police Department, Parks, Golf, and Transportation Departments; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 24 – 11 on February 15, 2024; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its training, education, and experience, and submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Contractor will meet the requirements in a satisfactory manner.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. RFP 24 - 11**
- c. Proposal referenced.
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 11 and consultant's responses, as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments

PROFESSIONAL SERVICES AGREEMENT NO. 4193

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hereto, the terms of this Agreement shall govern.

B. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional one (1) year periods, by a written mutual agreement signed by both parties.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement shall be the property of the CITY and ownership of said work product shall be retained by the CITY.

PROFESSIONAL SERVICES AGREEMENT NO. 4193

Page 3 of 12

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY'S City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR'S compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval by the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience: The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

PROFESSIONAL SERVICES AGREEMENT NO. 4193

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Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR or SUBCONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and

PROFESSIONAL SERVICES AGREEMENT NO. 4193

Page 5 of 12

any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no

PROFESSIONAL SERVICES AGREEMENT NO. 4193

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less than \$2,000,000 per occurrence, \$4,000,000 aggregate.

Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability insurance appropriate to the CONTRACTORS'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.gov

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during

PROFESSIONAL SERVICES AGREEMENT NO. 4193

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the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason

PROFESSIONAL SERVICES AGREEMENT NO. 4193

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be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocity.gov

With a copy to: City of Montebello – City Clerk's Office
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: cityclerk@montebellocity.gov

If to Consultant: AMTECH ELEVATOR SERVICES
Kasie Lambert, Branch Manager
3041 Rosewell Street
Los Angeles, CA 90065
(213)442-8859
Email: Kasie.lambert@amtechelevator.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives

verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4193

Page 11 of 12

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

AMTECH ELEVATOR SERVICES

Raul Alvarez, City Manager

Kasie Lambert, Branch Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-11
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement



CITY OF MONTEBELLO

RFP No. 24-11
Citywide Repairs and Maintenance of
Systems at Various Facilities



COVER LETTER

March 21, 2024

City of Montebello
Department of Public Works

Re: RFP-Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

We appreciate the opportunity to share the enclosed bid package for Elevator Maintenance Services for the City of Montebello.

We hope to demonstrate in this RFP response our manpower and support infrastructure for all products covered by this RFP. Amtech Elevator currently maintains several municipalities throughout Southern California which makes Amtech Elevator uniquely qualified to meet your expectations.

Amtech Elevator feels strongly that we understand the scope of work included in the RFP package and accept the terms of the agreement.

We look forward to discussing the details associated with our RFP submission.

*RFP shall be incorporated in its entirety as a part of the Firm's quote.

*All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

*Amtech Elevator shall allow all authorized federal, state, county, and the City of Montebello official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.

*Amtech Elevator shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

*Amtech Elevator Shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Thank you again for the opportunity to bid this RFP.

Christina Bonomo,
Business Development Manager
Christina.Bonomo@amtechelevator.com
626-328-3743

**Exhibit B- Project Approach
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various
Facilities**

(Please add any additional information to the back of this exhibit)

As a current maintenance provider for several municipalities throughout Southern California, Amtech Elevator has a unique understanding of the City of Montebello's high expectations and level of service detailed in this RFP.

Amtech Elevator Services goal is to provide the following:

- * 24-hour Dispatch via Amtech Service Line
- * Perform all State of California required testing and provide reports to the State.
- * Determine a course of action for long term longevity of equipment.
- * Perform proactive maintenance on a monthly basis
- * Proactive communication to ensure the City of Montebello always has clear action plans for planned and/or unplanned services and repairs.

To complete these goals, Amtech Elevator will develop a comprehensive maintenance program tailored to the needs of the City of Montebello. Amtech's quality objectives are to improve customer loyalty, reduce service calls, and minimize downtime. To achieve our objectives, Amtech will provide superior service by strengthening onsite customer relations and continuously improve the quality of our solutions and processes.

PROJECT APPROACH

Amtech Elevators' approach to interfacing with the City of Montebello during standard and specialized projects is to clearly communicate with all facility personnel to ensure a clear understanding of maintenance scope, timelines, and special requirements.

We specialize in all makes and models of vertical transportation with an ability to provide technical and material sourcing on all currently installed equipment. We offer a unique ability to provide Local & National engineering support to ensure your facilities meets the uptime requirements of your operation.

Our extensive parts inventory and comprehensive safety program will allow us to maintain the City of Montebello with the flexibility of a small local company, with access to the resources of a large worldwide corporation.

1. PRE-START MEETING

- Introduce team to building personnel
- Discuss special protocol/schedule for technicians
- Discuss City of Montebello's safety and procedural requirements

2. FIRST WEEK

- Inspect machine rooms
- Verify wiring diagrams are in place
- Verify fuse sizes
- Check that no jumpers are on equipment
- Install safety stickers
- Post fire service testing logs
- Inspect Cartops and Pits

3. AFTER 30 DAYS

- Provide ongoing equipment Quality and Safety inspections to minimize disruption and unplanned events.
- Amtech Account Manager to regularly communicate with the City of Montebello Facilities, on equipment action plans, material order status, job site updates.
- Review maintenance and repair schedules, for repairs, required testing and extended down time maintenance procedures.

**Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various
Facilities**

Date: March 21 2024

Bidder: Amtech Elevator Services

Tax Identification No.: 06-141-7004 CSLB No.: 737286

D.I.R. Registration No.: 1000007601

Contact Person: Christina Bonomo

Address: 3041 Roswell Street

City: Los Angeles State: CA Zip Code: 90065

Telephone: 626-328-3743 Email: Christina.Bonomo@amtechelevator.com

History of the Company

(Please add any additional information to the back of this exhibit)

Amtech Elevator has been serving the Los Angeles area since 1969. Originally a subsidiary of
the ABM group of Building Services Companies, Amtech Elevator was acquired by
by United Technologies, a Fortune 500 Company, under the Otis Elevator division
in 2003. Otis Elevator is the oldest and largest elevator company in the world,
employing 60,000+ skilled employees worldwide. Upon Otis Elevator acquiring
Amtech Elevator Services, Amtech Elevator is now even stronger, benefiting from the
broad and deep resources offered by its parent company. Including, environmental
and safety policies, extensive engineering resources and product/parts availability,
yet continues to operate independently, as a locally based company.



COMPANY OVERVIEW

3041 Roswell Street
Los Angeles, CA 90065

12921 166TH Street
Cerritos, CA 90703

Amtech Service Line	(844) 258-1523
Christina Bonomo (Primary contact during RFP process) Business Development Manager	(626) 328-3743
Kasie Lambert Branch Manager	(213) 442-8859
Dun & Bradstreet Number	039674587
Tax Identification Number	06-141-7004



200+
EMPLOYEES



60+
SERVICE MECHANICS



Est. 1853
YONKERS, NEW YORK

Subsidiary of
Otis Elevator



>9,000
UNDER SERVICE

Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various
Facilities

Key differentiating factors and area of expertise

(Please add any additional information to the back of this exhibit)

*Flexibility of a small local company, with resources of a large worldwide corporation.

*Engineering expertise across all equipment types and brands (elevators and escalators)

*Expert online technical diagnostic support for field technicians

*Otis worldwide engineering resources

*Extensive local and national inventory of replacement parts

Amtech services all equipment makes and models, both currently supported products
and/or no longer supported (obsolete or discontinued) elevator equipment.

Prior experience performing similar government/public agencies.

(Please add any additional information to the back of this exhibit)

Please see attached:

Municipalities Currently On Service

	City of Pasadena	City of Burbank	City of Los Angeles
No. of Units	22	45	40
	City of Oxnard	City of Santa Ana	City of West Covina
No. of Units	18	30	2
	City of Torrance	City of Placentia	City of Downey
No. of Units	17	2	3
	City of Norwalk	City of San Bernardino	City of Manhattan Beach
No. of Units	11	11	12
	City of Moreno Valley	City of Rancho Cucamonga	City of Escondido
No. of Units	2	3	19
	City of Compton		
No. of Units	6		

**Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various
Facilities**

List of personnel to be used on the project with description of their qualifications and experience.

(Please add any additional information to the back of this exhibit)

Please see attached:



Glendale Office
3041 Roswell St.
Los Angeles, CA 90065

24/7 Service Dispatch
844-258-1523

Branch Contact Information

Branch
Manager

Kasie Lambert

Cell: 213-442-8859
Kasie.Lambert@amtechelevator.com

5 years of experience managing Amtech Glendale Office.

Service
Supervisor

Chad Boyer

Cell: 213-590-7480
Chad.Boyer@amtechelevator.com

10 years experience as an elevator technician

Account
Manager

Steve Park

Cell: 213-494-6872
Steve.Park@amtechelevator.com
20 years of experience as an Account Manager

Mechanics

Elevator Service Mechanic (2016 - Current)

Jessy Velasquez, Amtech Elevator Mechanic

Liftech Elevator Services - Los Angeles, California

- Elevator Repair Mechanic (2021 - Current)
- Elevator Modernization (2016-2021)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, US Elevator.

Training: IUEC Local 18 mechanic certification

Colin Kately, Amtech Elevator Mechanic

Amtech Elevator Services - Los Angeles, California

- Elevator Service Mechanic (2016 - Current)

Mitsubishi Electric Elevators - Los Angeles, California

- Elevator Repair Mechanic (2006 - 2016)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, US Elevator.

Training: IUEC Local 18 mechanic certification

Jim Martin, Amtech Elevator Adjustor

Amtech Elevator Services - Los Angeles, California

- Elevator Adjustor (2016 - Current)

Thyssen Krupp Elevator - Los Angeles, California

- Elevator Service Mechanic (1993 - 2011)

Equipment Experience: KONE, Montgomery, Otis, Delta, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, Swift, US Elevator.

Training: IUEC Local 18 mechanic certification

Certifications:

City of Los Angeles – Journeyman elevator mechanic license

State of California – Certified Competence Conveyance Mechanic

TEAM QUALIFICATIONS

Locally, Amtech Elevator is managed by a Regional Director, Jim Strachan, who oversees the two Amtech Southern California offices. The following are key personnel who will be managing your accounts:

AMETCH ORGANIZATION HIGHLIGHTS

							
MECHANICS/ HELPERS	OFFICE EMPLOYEES	CONSTRUCTION SUPERINTENDENTS	SERVICE & MOD SUPERVISORS	ADJUSTORS	PROJECT MANAGERS	TOTAL ASSOCIATES	UNITS ON SERVICE
140	50	1	3	4	2	200	9000+





CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **737286**

Entity **CORP**

Business Name **PACIFIC COAST ELEVATOR
CORPORATION DBA AMTECH
ELEVATOR SERVICES**

Classification(s) **C11**

Expiration Date **06/30/2025**

www.csib.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

if found, drop in any mailbox.
Postage guaranteed by
Contractors State License Board
P O Box 26000, Sacramento CA 95826

Licensee Signature

Contractor Information

Legal Entity Name

PACIFIC COAST ELEVATOR CORPORATION

Legal Entity Type

Corporation

Status

Active

Registration Number

1000007601

Registration effective date

07/01/23

Registration expiration date

06/30/24

Mailing Address

120 S Central Ave Ste 350 Clayton 63105 MO Unite...

Physical Address

9800 FIRESTONE BLVD DOWNEY 90241 CA United ...

Email Address

cls-blms@wolterskluwer.com

Trade Name/DBA

AMTECH ELEVATOR SERVICES

License Number (s)

CSLB:737286

CSLB:737286

Registration History

Effective Date	Expiration Date
05/11/18	06/30/19
05/01/17	06/30/18
05/09/16	06/30/17
06/26/15	06/30/16
01/29/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24

Legal Entity Information

Corporation Entity Number:

C2004549

Federal Employment Identification Number:**President Name:**

Joe Armas

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:**Agency for Service:**Agent of Service Name:**

C T Corporation System

Agent of Service Mailing Address:

330 N Brand Blvd, STE 700 Glendale 912

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email



City of Montebello
RFP 24 - 11
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities
Appendix E – REFERENCES

Entity Name City of Pasadena
Business Address 100 N. Garfield Ave. Pasadena, CA 91101
Name of Contact Sarkis Bekmezian
Title Contact Electrical Superintendent-Public Works Department
Telephone Number of Contact (626) 999-7689
Email of Contact sbekmezian@cityofpasadena.net
Description of Project Elevator Maintenance and Repair -30 Units
Date of Service 2017-Present

Entity Name City of Burbank-Public Works Department
Business Address 124 S. Lake Street Burbank, CA 91502
Name of Contact Kenny Armenta
Title Contact Facilities Maintenance Manager
Telephone Number of Contact (818) 421-1829
Email of Contact karmenta@burbankca.gov
Description of Project Elevator Maintenance and Repair-34 Units
Date of Service 2022-Present

Entity Name City of Santa Ana
Business Address 20 Civic Center Plaza Santa Ana, CA 92701
Name of Contact Phil Neff
Title Contact Director of Facilities
Telephone Number of Contact 714-719-2526
Email of Contact PNeff@santa-ana.org
Description of Project Elevator Maintenance and Repair -30 Units
Date of Service 2020-Present

Exhibit D- As Needed Services'

As-Needed Elevator Maintenance and Repair Services

The Respondent, in compliance with the above referenced project, having examined the specifications, City of Montebello Insurance Requirements, City of Montebello terms and conditions, related documents and the sites of the proposed work, and having become completely familiar with local conditions surrounding the proposed work, including the availability of materials and labor, hereby propose to perform all work at rates stated below, which are to cover all expenses incurred in performing the work.

SCOPE: As-Needed Elevator Maintenance and Repair Services

Service Technicians

Classifications	Regular Time	Regular Time (Overtime)
	Rate \$/Hr.	Rate \$/Hr.
Laborer	N/A	N/A
Apprentice	245.00	490.00
Journeyman	350.00	710.00

Above labor rate shall be fixed for the duration of the contract. Labor rate shall be inclusive of all supervision, profit, overhead, insurance, bonding, etc.

Materials shall be billed at Contractor's direct cost plus 20 %

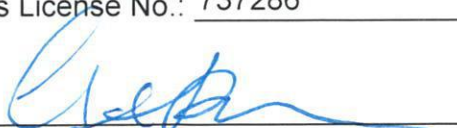
Minimum service call 0 Hours.

Truck charge \$ 0

Subcontracted services -Direct cost plus 20 %

Contractors Legal Name: Pacific Coast Elevator Corporation dba Amtech Elevator Services

Contractor's License No.: 737286

Signature: 

Date: 3-21-24

"SAMPLE"



Service and Repair Order

3/18/2024

CUSTOMER NAME

CITY OF MONTEBELLO
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

AMTECH ELEVATOR SERVICES

3041 ROSWELL ST
LOS ANGELES, CA 90065

AMTECH CONTACT

Christina Bonomo
Phone:
Email:
Christina.Bonomo@amtechelevator.com

PROJECT LOCATION

SENIOR CITIZENS CENTER
215 S. TAYLOR AVE
MONTEBELLO, CA 90640

PROPOSAL NUMBER

QTE-001862895

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
UNIT-001199807	SENIOR CITIZENS CENTER

SCOPE OF WORK**SAMPLE ELEVATOR REPAIR PROPOSAL**

Amtech will provide parts and labor necessary to <insert text>. We will adjust for proper operation after repair.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

SERVICE AND REPAIR ORDER

PRICE

\$1,787.50

One thousand seven hundred eighty-seven and 50/100 dollars

This price is based on a **zero percent (0%) downpayment** in the amount of \$0.00.**PAYMENT TERMS:**

- The base proposal price is contingent upon receiving a downpayment of zero percent (0%) of the base contract amount.
- The downpayment amount is due in full prior to Amtech ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
75%	- 5%	
100%	- 10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

CITY OF MONTEBELLO**Amtech Elevator Services**

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Kasie Lambert

Title: _____

Title: Sr Manager & GM - Amtech Glendale

Email: _____

Email: _____

Company Name: CITY OF MONTEBELLO

☐ Principal, Owner or Authorized Representative of
Principal or Owner☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of percent (0.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Amtech personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Amtech shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by a Amtech maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Amtech shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Amtech harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Amtech's sole negligence. In the event that Amtech is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Amtech's sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Amtech a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Amtech as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Amtech. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Amtech. You shall provide Amtech with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Amtech incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.amtechelevator.com. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who interact with Amtech personnel while Amtech personnel are working on site at Customer's facility. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
 14. This Contract will be deemed voidable, even after execution, if it is determined by Amtech that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Amtech or otherwise apply to Amtech operations.
 15. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Exhibit "B"

SCHEDULE OF COMPENSATION

LOCATION	YEAR 1 ANNUAL COST	YEAR 2 ANNUAL COST	YEAR 3 ANNUAL COST	YEAR 4 ANNUAL COST (IF EXTENDED)	YEAR 5 ANNUAL COST (IF EXTENDED)
Elevator 1 - Police Department Passengers (3 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 2 - Police Department Passengers (4 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 3 - Reggie Rodriguez Passengers (2 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 4 - Transportation Building Passengers (2 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 5 - Senior Citizens Center Passengers (2 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 6 - Quiet Cannon Passengers (2 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 7 - Quiet Cannon Passengers (2 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94
Elevator 7 - Quiet Cannon Passengers (2 Floors)	\$ 2,040.00	\$ 2,111.40	\$ 2,185.30	\$ 2,261.78	\$ 2,340.94

TOTAL ANNUAL COST (FOR ALL SERVICES/LOCATIONS)	\$16,320.00	\$ 16,891.20	\$ 17,482.40	\$ 18,094.24	\$ 18,727.52
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Submitted by (Company Name): Amtech Elevator Services

Contact Person: Christina Bonomo

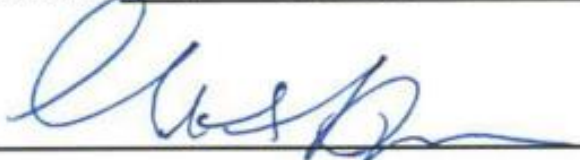
Company Address: 3041 Roswell Street

City, State, Zip: Los Angeles, CA 90065

Phone Number: 626-328-3743

Contact E-mail: Christina.Bonomo@amtechelevator.com

Contractor License #: C-11 737286

Signature: 

Date: 3-21-24

EXHIBIT “C”

Terms for Compliance with California Labor Law Requirements

- 1.** This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2.** California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
- 3.** Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.
- 7.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8.** Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

Exhibit “D”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONTRACTOR may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONTRACTOR may be required to obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: Otis.CertRequest@marsh.com	FAX (A/C, No.):
CN103059650-Otis-STAND-23-24	INSURER(S) AFFORDING COVERAGE	
INSURED Amtech Elevator Services 1289 N. Post Oak Rd. Suite 100 Houston, TX 77055	INSURER A: National Union Fire Insurance Co. Of Pittsburgh, PA	NAIC # 19445
	INSURER B: AIU Insurance Co	19399
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

NYC-011937817-01

REVISION NUMBER: 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		9941236 "\$2,000,000 General Aggregate" "Per Project / Location"	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		7620238 (AOS)	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		7620239 (MA)	12/01/2023	12/01/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		9941238	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	049154390 (AOS) 049154391 (CA) 049154392 (WI)	12/01/2023 12/01/2023 12/01/2023	12/01/2024 12/01/2024 12/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate only applies to Contract No: Bid - RFP NO. 24-11

Project: Citywide Repairs and Maintenance of Elevator Systems at Various Facilities 1600 West Beverly Boulevard Montebello, CA 90640

CITY OF MONTEBELLO, its officers, employees, agents and volunteers is/are included as additional insured (except workers compensation) when required by written contract and/or agreement. Insurance, when applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. Waiver of Subrogation is included if required by contract. Contractual Liability is provided to the extent afforded by the above general liability policy.

CERTIFICATE HOLDERCITY OF MONTEBELLO
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 762-02-38

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.**
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.**

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2023 forms a part of Policy No. WC 049154391

Issued to OTIS WORLDWIDE CORPORATION

By AU INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the Insurer, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at each such entity and the U.S. Postal Service address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the insurer will provide advice of cancellation (the "Advice") to such Certificate Holders within 30 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

Proof of the Insurer emailing or mailing the Advice, using the information provided by the Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

John M. Long

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OTIS WORLDWIDE CORPORATION

Endorsement Effective Date: 12/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed, in written contract, will be entitled to this waiver of our rights of recovery

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE, THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR ONGOING OPERATIONS (AS PER ISO FORM CG 20 10 07 04 OR ITS EQUIVALENT).	ANY LOCATIONS THAT IS COVERED BY, OR SUBJECT TO A WRITTEN CONTRACT UNDER WHICH AMTECH ELEVATOR COMPANY HAS AGREED TO PROVIDE THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or**
- 2. The acts or omissions of those acting on your behalf;**

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or**
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.**

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM AMTECH ELEVATOR COMPANY HAS THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR COMPLETED OPERATIONS (AS PER ISO FORM CG 20 37 07 04 OR ITS EQUIVALENT)	ALL LOCATIONS THAT ARE LISTED IN WRITTEN CONTRACTS OR AGREEMENTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE POLICY

- A. The amended **Other Insurance** condition in Paragraph B. below applies only to persons or organizations qualifying additional insureds under this policy, subject to all other applicable terms and conditions not modified by this endorsement.

As respects any person or organization qualifying as a Named Insured under this policy, the **Other Insurance** condition is not amended and continues to apply on an excess basis.

- B. With respect to insurance provided to persons or organizations described in Paragraph A. above, the **Other Insurance** condition in the **Conditions** Section is replaced by the following:

Other Insurance

1. Primary Other Insurance

If you have agreed in a written contract or written agreement to provide primary insurance to the additional insured, then this insurance will be primary. Additionally, to the extent that you have agreed with an additional insured that this insurance shall apply on a non-contributory basis with other insurance available to that additional insured, we will not seek contribution from such additional insured's other insurance.

If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph 2. below.

2. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2023

forms a part of Policy No. WC049154391

Issued to OTIS WORLDWIDE CORPORATION By

A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.



Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST
UNDER ANY CONTRACT OR AGREEMENT, YOU ENTER INTO
PRIOR TO THE OCCURRENCE OF LOSS.



ITEM # 25

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3869 WITH PMC PLUMBING, INC.**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3869 between the City of Montebello and PMC Plumbing for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

PMC Plumbing performs citywide on-call plumbing services at all City facilities -- including the Transit Department and Golf Course. The annual not-to-exceed amount of this agreement is \$45,000. Staff is requesting the execution of Amendment No.1 to extend the term of the agreement by one (1) year. The annual not-to-exceed amount will remain at \$45,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Golf Course and Transit budgets. Funding for these services will be included in the the Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

On March 9, 2021, the City entered an agreement with PMC Plumbing, Inc. for On-Call Plumbing Services for an annual not-to-exceed amount of \$45,000. From this agreement, \$34,509 was allocated for general building maintenance purposes, \$10,000 for Transit building maintenance, and \$491 for Golf Course related work.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 2 of 2

For the past three years, PMC Plumbing has provided citywide plumbing services to City facilities on an as-needed basis. Due to responsive and satisfactory performance, Staff is recommending that City Council exercise the one-year term extension option under "SECTION 2. Term" of Agreement No. 3869 (Attachment B). The agreement will now expire on June 1 2025.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City extend Professional Services Agreement No. 3869 for one (1) additional year through June 1, 2025 and Authorize the City Manager to execute Amendment No. 1 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr No. 3869 Amendment 1 - PMC Plumbing
2. Attachment B - Agr No. 3869 - PMC Plumbing, Inc

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 8th day of May 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and PMC PLUMBING, INC., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Plumbing Services by and between the City of Montebello and PMC Plumbing, Inc., dated June 1, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3869, Amendment No. 1 which allows for the extension of the Agreement for an additional (1) year. The original termination/expiration date of the Agreement, as set on June 1, 2021, is hereby extended, and the Agreement will now terminate on June 1, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Plumbing Services by PMC Plumbing, Inc.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

AMENDMENT NO. 1 TO AGREEMENT NO. 3869

Page 2 of 3

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3869

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

PMC PLUMBING, INC.

Raul Alvarez, City Manager

Corey Hoffert

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 1, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and PMC PLUMBING, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide plumbing services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the solicitation of are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide plumbing services as set forth fully in the Schedule of Compensation, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual compensation shall not exceed \$45,000.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its

PROFESSIONAL SERVICES AGREEMENT NO. 3869

Page 2 of 11

ability, experience and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the

defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee or agent of the CITY. No employee

PROFESSIONAL SERVICES AGREEMENT NO. 3869

Page 4 of 11

benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and

volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. PREVAILING WAGES.

- a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing

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tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
- e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices
- g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.
- h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for

PROFESSIONAL SERVICES AGREEMENT NO. 3869

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any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Recreation and Community Services
Attn: David Sosnowski, Director of Recreation and
Community Services
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4588
dsosnowski@cityofmontebello.com

If to Consultant: PMC Plumbing, Inc.
Attn: Corey Hoffert
PO Box 3129
Fullerton, CA 92834
(714) 991-6481
dispatch@pmcplumbing.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3869

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

PMC PLUMBING, INC.



René Bobadilla, City Manager



Corey Hoffert

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Schedule of Compensation

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: PMC Plumbing Inc.
 Phone: 714-991-6481 Email: dispatch@pmcplumbing.com
 Contractor License #: 788301
 Department of Industrial Relations #: PW-LR-1000770471

* \$195.00 After Hour Fee

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
APPRENTICES Labor/Hour	\$ 85.00 /hr	\$ 127.50 /hr	\$ /hr
TECHNICIANS Labor Supervisory/Hour	\$ 120.00 /hr	\$ 180.00 /hr	\$ /hr
Additional Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Pump Truck	\$ /hr	\$ /hr	\$ /hr
Hydro Jetting	\$ 533.00 /hr	\$ 799.50 /hr	\$ /hr
Video Inspection	\$ 325.00 /hr	\$ 487.50 /hr	\$ /hr
Leak Testing/Tracing	\$ 250.00 /hr	\$ 375.00 /hr	\$ /hr
Backflow Testing	Cost per Test: \$		
Materials Markup: <u>30</u> %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Notes: Fuel, travel or any other miscellaneous costs will not be reimbursed. The City will register contract with the Department of Industrial Relations and provide the DIR project number as necessary.

Authorized Representative: COREY HOFFERT Signature: Corey Hoffert
 Date: 05/25/21



General Price List

Task	WORK DESCRIPTION	Regular Rate
T-000	Estimate * *A free estimate call is one requesting work that does not require any diagnosis. We offer free estimates for the following types of work only: Re-Pipes (water, gas, drains) Water service installation, Water heater installation, Washer and dryer relocation, Sewer installation, Gas service installation.	Free
T1140	Evaluation	\$200.00
T1100	Leak detection	\$250.00
T1120	Sewer camera inspection	\$325.00
T2500	After hours/Sunday/Holiday surcharge *This fee is in addition to any inspection/repair costs and applies 5pm to 7am Mon - Sat, all day Sunday and Holidays. Any services performed between 11pm and 7am will be charged at after hour rates.	\$195.00
	Drain line (snake) through accessible clean out (first hour)	\$265.00
	Drain line (snake) through accessible clean out (per additional hour) *PMC cannot warranty any "common HOA type drains" or drains that are found to have any food or other foreign objects in drain line - Any food items or other foreign objects found in drain snaked by PMC will void any warranty)	\$115.00
T215	Drain line Kitchen sink through accessible clean out	\$196.00
T220	Drain line Kitchen, remove p-trap under sink to access drain	\$240.00
T290	Hydro jet main line w/sewer camera (first hour)	\$533.00
T285	Hydro jet main line w/sewer camera (per additional hour)	\$200.00
T1600	Repair slab leak accessible *Break slab in accessible area to expose and repair pipe, patch concrete to rough patch. Additional costs apply to repairs in footing, or under cabinets, toilets, or tub/showers.	\$1,173.66
T1435	Bypass 1/2" or 3/4" up to 10 feet	\$1,385.60
T1440	Bypass additional per foot 1/2" or 3/4" over 10 feet	\$34.00
T1984	Pull & reset toilet	\$238.60
T1986	Pull toilet only	\$200.70
T1987	Reset existing toilet only	\$205.40
T2000	40 Gallon Residential Water Heater (6 Year warranty)	\$1,902.00
T2004	50 Gallon Residential Water Heater (6 Year Warranty)	\$1,916.00

Last updated 5/25/2021



ITEM # 26

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE PUBLICATION OF REQUEST FOR PROPOSALS NO. 24-17
FOR STORM AND SEWER LIFT STATION MAINTENANCE SERVICES
AND RELATED EQUIPMENT**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve publication of Request for Proposals No. 24-17 for storm and sewer lift station maintenance services and related equipment; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing Request for Proposals No. 24-17. Once proposals are submitted and evaluated, staff will return for agreement approval and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

Montebello relies on a network of two storm and four sewer lift stations to manage its wastewater and stormwater effectively. These six stations are crucial for maintaining sanitation services throughout the City.

As the City continues to grow, it is essential to ensure proper maintenance of these lift stations to avoid breakdowns and service disruptions. Regular upkeep is necessary to prevent costly repairs and extend the lifespan of these critical facilities. Overall, the smooth operation of storm and sewer lift stations is essential for protecting public health, preventing environmental pollution, and supporting economic activities in urban areas. Regular maintenance and upkeep of these critical infrastructure assets are necessary to

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 2 of 3

ensure their continued functionality and reliability.

The importance of this infrastructure is summarized below:

1. **Preventing Flooding:** Lift stations play a vital role in preventing flooding by efficiently moving stormwater and sewage from lower to higher elevations, where gravity cannot do the job alone. Proper maintenance ensures these stations can handle heavy rainfall and prevent water buildup in urban areas, reducing the risk of property damage and public health hazards associated with flooding.
2. **Protecting Public Health:** Malfunctioning lift stations can lead to sewage backups, which pose significant health risks to the public. Untreated sewage contains harmful bacteria, viruses, and other pathogens that can contaminate water sources and cause illnesses if they come into contact with humans. Maintaining the lift stations ensures the proper conveyance and treatment of sewage, safeguarding public health.
3. **Preserving the Environment:** Lift stations help transport wastewater to treatment facilities where it can be properly processed and treated before being discharged into the environment. Malfunctioning stations can result in untreated sewage being released into water bodies, causing pollution and harming aquatic ecosystems. Regular maintenance ensures that these stations operate efficiently, minimizing the environmental impact of wastewater discharge.
4. **Supporting Economic Activities:** Reliable storm and sewer infrastructure is essential for supporting economic activities in urban areas. Flooding and sewage backups can disrupt businesses, transportation networks, and essential services, leading to financial losses for businesses and municipalities. By maintaining the lift stations, cities can ensure uninterrupted operations and support economic growth and development.

Recognizing these needs, the City of Montebello is seeking proposals from qualified contractors to provide maintenance services for lift stations. The City is seeking experienced professionals who can help keep the City's sanitation infrastructure running smoothly and efficiently. Outsourcing this maintenance work helps ensure the lift stations remain reliable and operational, safeguarding public health and the environment.

The following is a tentative schedule:

RFP ISSUED	May 9, 2024
NON-MANDATORY JOB WALK MEETING: 9:00 AM	May 16, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	May 22, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 27, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	June 10, 2024

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 3 of 3

TENTATIVE CITY COUNCIL AWARD DATE	July 10, 2024
TENTATIVE NOTICE TO PROCEED START DATE	July 17, 2024

Staff will publish the RFP in the local newspaper of general circulation. The RFP shall describe the service requested and provide the tasks required from the qualified vendor to submit a proposal. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. The City utilizes PlanetBids, which is another form of electronic media that aids in the distribution of the RFP. PlanetBids is a web-based eProcurement company that provides an educational procurement system to serve the City's needs.

Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award and agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing Request for Proposals No. 24-17 for citywide storm and sewer lift station maintenance services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFP 24-17 - Storm and Sewer Lift Station Maintenance Services

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-17
STORM AND SEWER LIFT STATION
MAINTENANCE SERVICES AND RELATED
EQUIPMENT

Release Date: Thursday, May 9, 2024
Non-Mandatory Site Walk: Thursday, May 16, 2024 at 8:30 a.m.
Questions Due: Wednesday, May 22, 2024, at 11 a.m.
RFP Due Date: Monday, June 10, 2024, at 11 a.m.

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 9, 2024

PROJECT

Storm And Sewer Lift Station Maintenance Services and Related Equipment

PROPOSAL OWNER/CONTACT

City of Montebello

Department of Public Works

1600 West Beverly Boulevard

Montebello, CA 90640

Attn: James Coiner, Deputy Director of Public Works

Contact Phone: (323) 887-1200 ext. 1378

Contact E-Mail: jcoiner@montebelloc.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, May 22, 2024, at 11 a.m.** Prospective contractors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebelloc.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello ("City") seeks proposals from qualified contractor(s) that is/are deemed most qualified with demonstrated experience in Storm and Sewer Lift Station Maintenance Services. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 24-17. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective contractors must register with PlanetBids before being able to view or submit a response.

There will be a Non-Mandatory Site Walk on Thursday, May 16, 2024, at 8:30 AM PST. The location will be at the City of Montebello Council Chambers. 1600 W. BEVERLY BLVD. MONTEBELLO, CA 90640.

Questions must be submitted by **Wednesday, May 22, 2024, at 11 a.m.**

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by **Monday, June 10, 2024, at 11 a.m.**

Responses to this RFP will be evaluated to determine the Contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

Montebello relies on a network of two storm and four sewer lift stations to manage its wastewater and stormwater effectively. These 6 stations are crucial for maintaining sanitation services throughout the city.

As our city continues to grow, it is essential to ensure that these lift stations are properly maintained to avoid breakdowns and service disruptions. Regular upkeep is necessary to prevent costly repairs and extend the lifespan of these critical facilities.

Overall, the smooth operation of storm and sewer lift stations is essential for protecting public health, preventing environmental pollution, and supporting economic activities in urban areas. Regular maintenance and upkeep of these critical infrastructure assets are necessary to ensure their continued functionality and reliability. The importance of this infrastructure is summarized below:

1. **Preventing Flooding:** These lift stations play a vital role in preventing flooding by efficiently moving stormwater and sewage from lower to higher elevations, where gravity can't do the job alone. Proper maintenance ensures that these stations can handle heavy rainfall and prevent water buildup in urban areas, reducing the risk of property damage and public health hazards associated with flooding.
2. **Protecting Public Health:** Malfunctioning lift stations can lead to sewage backups, which pose significant health risks to the public. Untreated sewage contains harmful bacteria, viruses, and other pathogens that can contaminate water sources and cause illnesses if they come into contact with humans. Maintaining the lift stations ensures the proper conveyance and treatment of sewage, safeguarding public health.
3. **Preserving the Environment:** Lift stations help transport wastewater to treatment facilities where it can be properly processed and treated before being discharged into the environment. Malfunctioning stations can result in untreated sewage being released into water bodies, causing pollution and harming aquatic ecosystems. Regular maintenance ensures that these stations operate efficiently, minimizing the environmental impact of wastewater discharge.
4. **Supporting Economic Activities:** Reliable storm and sewer infrastructure is essential for supporting economic activities in urban areas. Flooding and sewage backups can disrupt businesses, transportation networks, and essential services, leading to financial losses for businesses and municipalities. By maintaining the lift stations, cities can ensure uninterrupted operations and support economic growth and development.

Recognizing this need, the City of Montebello is seeking proposals from qualified

contractors to provide maintenance services for our lift stations. We're looking for experienced professionals who can help us keep our sanitation infrastructure running smoothly and efficiently. By outsourcing this maintenance work, we aim to ensure that our lift stations remain reliable and operational, safeguarding public health and the environment. Through this RFP, we're seeking a reliable partner to help us achieve our maintenance goals and keep Montebello's sanitation system in top condition.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|-------------------------------------|-------------------------------------|
| • Release RFP | Thursday, May 9, 2024 |
| • Non-Mandatory Job Walk | Thursday, May 16, 2024 at 8:30 a.m. |
| • Online Q&A Deadline | Wednesday, May 22, 2024, at 11 a.m. |
| • Deadline to Submit Responses | Monday, June 10, 2024, at 11 a.m. |
| • City Review of Submissions | Mid/Late June 2024 |
| • Notifications Sent to Contractors | June 2024 |
| • Award | July 2024 |

4.0 Purpose

The City seeks proposals from highly qualified contractor(s) that is/are deemed most qualified with demonstrated experience in Storm and Sewer Lift Station Maintenance Services.

The City is seeking to establish an agreement with the Contractor. The length of the agreement will be determined upon making a preliminary award selection.

5.0 Scope of Work/Services

The City of Montebello, herein after referred to as "City" desires a contractor to provide the following services:

Furnish all labor, tools, materials, appliances, and equipment for storm water and sewer lift station maintenance and related equipment maintenance services requested by the City. The maintenance work described in these Specifications shall be performed as a

continuous and constant program throughout the contract. Any additional work not described in these specifications shall be performed by the contractor upon written notice from, and at the expense of, the City of Montebello.

SITE LOCATIONS:

Location 1 - There are three (3) sewer lift stations included in this contract in this area:

1. Lincoln Avenue and Rancho Street - 700 Bartolo Street (Duplex Pump w/ Controls)
2. Lincoln Avenue and Sanchez Drive - 348 E. Lincoln Av (Duplex Pump w/ Controls)
3. Grant Rey Park- 700 N. Rea Dr. (Duplex Pump w/ Controls)

Scope of Services by Contractor:

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Megger Between Windings and Grease motors if required.

PUMPS - Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings, if required & Exercise Pump Isolation Valves

SUMP PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall
Float Switches Secure & Not Excessively Coated w/Debris
Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open
Test Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect for Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs
Test operation of all circuit breaker operators
Check power supply voltage

- Test induction relays
- Test ground fault receptacles
- Test heater Block
- Test Alarm Notifications
- Running time meters working
- All indicator lights working
- Proper connection of motor cables
- Check Voltage to Motor
- Check Motor Amperage
- Test pressure switch, manometer, float switches setting & adjust if necessary
- Test air pumps
- Inspect Relay and Starter Contacts
- Test Automatic Operation of Controls
- Clean Inside Control Panel

EMERGENCY CALL/RESPONSE - One (1) annual emergency call/response to stations, due to any type of malfunction at the stations or related equipment.

Location 2 - Greenwood Avenue Storm Water Pump Station (Sycamore Street Undercrossing); One Duplex Storm Water Pump Station to include controls, telemetry, miscellaneous mechanical and electrical services.

Scope of Services by Contractor:

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Megger Between Windings and Grease motors if required.

PUMPS - Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings, if required & Exercise Pump Isolation Valves

SUMP PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall
Float Switches Secure & Not Excessively Coated w/Debris

Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open
Test Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect for Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs
Test operation of all circuit breaker operators
Check power supply voltage
Test induction relays
Test ground fault receptacles
Test heater Block
Test Alarm Notifications
Running time meters working
All indicator lights working
Proper connection of motor cables
Check Voltage to Motor
Check Motor Amperage
Test pressure switch, manometer, float switches setting & adjust if necessary
Test air pumps
Inspect Relay and Starter Contacts
Test Automatic Operation of Controls
Clean Inside Control Panel

Location 3 - Natasha Lane Storm Water and Sewage Pump Station; Two (2) stations, including One Duplex Storm Water Pump Station and One Duplex Sewage Pump Station to include controls.

Scope of Services by Contractor:

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Megger Between Windings and Grease motors if required.

PUMPS - Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings, if required & Exercise Pump Isolation Valves

SUMP PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall
Float Switches Secure & Not Excessively Coated w/Debris
Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open
Test Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect for Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs
Test operation of all circuit breaker operators
Check power supply voltage
Test induction relays
Test ground fault receptacles
Test heater Block
Test Alarm Notifications
Running time meters working
All indicator lights working
Proper connection of motor cables
Check Voltage to Motor
Check Motor Amperage
Test pressure switch, manometer, float switches setting & adjust if necessary
Test air pumps
Inspect Relay and Starter Contacts
Test Automatic Operation of Controls
Clean Inside Control Panel

Qualifications

At the time of Proposal Deadline and at all times while Contractor performs the Services, for the entirety of the contract, the Contractor must possess a California contractor license or licenses, current and active, of the classification required for the Services. City of Montebello has determined that the Contractor must possess a current and valid C-10 and D-21 licenses, as well as a Confined Space Certification. The successful Proposer will not receive a Contract if the successful Proposer is unlicensed, does not have the required licenses, or one or more of the licenses are not current and active.

The Storm and Sewer Lift Station Maintenance Services is subject to compliance monitoring and enforcement by the DIR. No contractor or subcontractor may be awarded a contract unless registered with the Department of Industrial Relations (DIR).

At the time of Proposal Deadline, all Companies submitting a bid must have a minimum of five (5) years of Storm and Sewer Lift Station Maintenance Services.

The Contractor shall have all tools, equipment, personnel, and licenses needed to maintain and repair the City's Storm and Sewer Lift Stations.

6.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Contractors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

7.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

1. Proposal Review: After the submission deadline, contractor(s) will be evaluated, and the best-qualified contractor(s) will be invited to participate in an interview.
2. Selection Criteria: The City will select an contractor(s) to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination to engage the contractor(s) that is deemed most qualified with demonstrated experience in Storm and Sewer Lift Station Maintenance Services as outlined in this request, including, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
 - b. Experience: The contractor(s) will provide information on knowledge of preparing and implementing such a Storm and Sewer Lift Station Maintenance Services

- c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
- d. Performance: The contractor(s) must demonstrate the ability to produce a timely and high-quality product.
- e. Insurance Requirements: Proposals should include a statement demonstrating Contractor's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (See Appendix C)

Proposals will be evaluated based on the following qualitative and quantitative factors with the weighted values:

Categories	Weighted Points
Project Management Plan	30
Proposed Project Team	10
Qualifications and Experience	15
Technical Approach	25
Proposed Price	20
TOTAL	100

- 3. Interviews (Optional): If needed, selected contractors may be invited for an interview. City staff will confirm dates/times via e-mail or formal communication/letter.
- 4. Approval and Execution: Upon identification of a contractor(s), a professional services agreement in substantially the same form as Appendix C – Sample Professional Services Agreement will be presented to the City Council for consideration and execution by the City Manager or designee.

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
- The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each

substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Contractor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (Appendix C) shall be signed by the successful Contractor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Contractor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8

(hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable

shall be discharged immediately and not re-employed for this work.

14.0 Records

The Contractor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Contractor to audit any performance aspect under this agreement.

15.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

17.0 Disclosure of Information

- A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.
- B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications

Contractors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member except for

designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement



ITEM # 27

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE PUBLICATION OF REQUEST FOR PROPOSAL NO. 24-18
TO OBTAIN SERVICES FROM A QUALIFIED CONSULTANT FOR
SOLID WASTE MANAGEMENT SERVICES**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to publish Request for Proposal (RFP No. 24-18) to obtain Solid Waste Management Services; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing Request for Proposal No. 24-18. Once proposals are submitted and evaluated, staff will return for agreement approval and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

Solid waste hauling in Montebello is divided into two categories: 1) Residential which includes dwellings of three units or less; and 2) Commercial, Businesses and Residential dwellings of four units or more. Our City has an exclusive franchise with Athens Disposal for refuse hauling services in the residential sector. The Commercial portion is handled by twelve non-exclusive franchisees currently operating in the City.

The City is currently operating a total of 12,128 Residential Accounts. Of these accounts, 9,596 are single-family accounts, 2,464 are multi-family accounts (2-4 units), and 68 are other residential accounts. Based on the Commercial Haulers' SRRP Reports, the City also accounts for approximately 944 Current Commercial Accounts.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 2 of 3

The State of California enacted the California Integrated Waste Management Act of 1989, Assembly Bill 939 (AB 939), which stipulated that by the year 2000, 50% of all solid waste be diverted. The law addresses the commercial and industrial sector, as well as the residential sector wastes commonly associated with jurisdictional control. AB 939 makes the local agency responsible for the entire waste stream generated within its boundaries.

The City strives to have all solid waste haulers integrate into the City's overall diversion programs, including compliance with AB 341, AB 1826, SB 1383, Ordinance No. 2445 (which established Chapter 8.13 of the Montebello Municipal Code relating to Organic Waste Disposal Reduction), Resolution No. 20-97 (which established a diversion rate of 75% by December 31, 2021 which was extended administratively to December 31, 2023), and all other applicable state and City requirements.

The criteria for selection of a Solid Waste Management Consultant include experience, qualifications, and understanding of the scope of work in addition to cost of the services. The consultant would also be required to breakout costs in the following categories:

1. Annual Report
2. Waste Reduction and Recycling Program Implementation
3. Residential Franchise Agreement Implementation Assistance
4. Commercial Hauler Technical Assistance
5. Hauler Audits
6. Evaluation of Commercial Solid Waste Hauler Program
7. CA Beverage Container Recycling Program Administration
8. Used Oil Payment Program Administration
9. Additional Tasks

"Additional Tasks" are also identified in the RFP. These other services are available at the City's discretion which can include grant research, diversion studies, workshops, and other recycling programs. RFP No. 24-28 will be published to solicit proposals from qualified consultants to provide appropriate services related to this program. The following is a tentative schedule:

RFP ISSUED	May 9, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	May 22, 2024
RELEASE OF INFORMATION REQUESTED: 11:00 PM	May 27, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	June 7, 2024
TENTATIVE CITY COUNCIL AWARD DATE	July 10, 2024

TENTATIVE NOTICE TO PROCEED START DATE	July 17, 2024
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City staff shall publish the RFP in the local newspaper of general circulation. The RFP shall describe the service requested and provide the tasks required from the qualified vendor to submit a proposal. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. The City utilizes PlanetBids, which is another form of electronic media that aids in the distribution of the RFP. PlanetBids is a web-based eProcurement company that provides an educational procurement system to serve the City's needs.

Once proposals are submitted, reviewed and scored, staff will return to City Council with a recommendation to award.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize publication of RFP No. 24-18 to obtain services from a qualified consultant for solid waste management services.

ATTACHMENT(S)

1. Attachment A- RFP 24-18 - Solid Waste Management Services

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-18
SOLID WASTE MANAGEMENT SERVICES

Release Date: Thursday, May 9, 2024
Due Date: Monday, June 10, 2024, at 11 a.m.

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 9, 2024

PROJECT

Solid Waste Management Services – Oversight of City programs

PROPOSAL OWNER/CONTACT

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1200 ext. 1462
Contact E-Mail: croldan@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, May 22, 2024, at 11 a.m.** Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello ("City") seeks proposals from qualified consultant(s) that is/are deemed most qualified with demonstrated experience in the oversight and management of the City's Solid Waste Management Services program. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 24-18. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, May 22, 2024, at 11 a.m.**

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by **Monday, June 10, 2024, at 11 a.m.**

Responses to this RFP will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

Solid waste hauling in our City is divided into two categories: 1) Residential which includes dwellings of 3 or less units, and 2) Commercial, Businesses and Residential dwellings of 4 units or more. Our City has an exclusive franchise with Athens Disposal for hauling our residential sector. The Commercial portion is handled by the 12 remaining non-exclusive franchisees currently operating in the City.

The City is currently operating a total of 12,128 Residential Accounts. Of these accounts, 9,596 are single-family accounts, 2,464 are multi-family accounts (2-4 units), and 68 are other residential accounts. Based on the Commercial Haulers' SRRP Reports, the city also counts with approximately 944 Current Commercial Accounts.

The State of California enacted the California Integrated Waste Management Act of 1989 Assembly Bill 939 (AB939), which stipulated that by the year 2000, 50% of all solid waste be diverted. The law addresses the commercial and industrial sector, as well as the residential sector wastes commonly associated with jurisdictional control. AB939 makes the local agency responsible for the entire waste stream generated within its boundaries.

The City would like all of our Solid Waste Haulers to integrate into the City's overall diversion programs, including compliance with AB341, AB1826, SB1383, Ordinance 2445 which established Chapter 8.13 of the Montebello Municipal Code relating to Organic Waste Disposal Reduction, requirements set forth in Resolution 20-97 establishing a diversion rate of 75% by December 31, 2021 which was extended administratively to December 31, 2023, and all other applicable state and City requirements.

The criteria for selection of a Solid Waste Management Consultant included experience, qualifications, and understanding of the scope of work in addition to price. We would also require costs breakout in the following categories:

- a) Annual Report
- b) Waste Reduction and Recycling Program Implementation
- c) Residential Franchise Agreement Implementation Assistance
- d) Commercial Hauler Technical Assistance
- e) Hauler Audits
- f) Evaluation of Commercial Solid Waste Hauler Program
- g) CA Beverage Container Recycling Program Administration
- h) Used Oil Payment Program Administration
- i) Additional Tasks

Item I identified "Additional Tasks". These other services are available at the City's discretion which can include grant research, diversion studies, workshops and other recycling programs, to name a few.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|-------------------------------------|-------------------------------------|
| • Release RFP | Thursday, May 9, 2024 |
| • Online Q&A Deadline | Wednesday, May 22, 2024, at 11 a.m. |
| • Deadline to Submit Responses | Monday, June 10 2024, at 11 a.m. |
| • City Review of Submissions | Mid/Late June 2024 |
| • Notifications Sent to Consultants | June 2024 |
| • Award | July 2024 |

4.0 Purpose

The City seeks proposals from highly qualified consultant(s) that is/are deemed most qualified with demonstrated experience in Solid Waste Management Services.

The City is seeking to establish an agreement with the Consultant. The length of the agreement will be for a five-year term.

5.0 Scope of Work/Services

The City will utilize the services of a Solid Waste Management firm to successfully administer Montebello's Solid Waste Program and assist the AB341, AB1826, SB1383, Ordinance 2445 compliance. The proposed services should be estimated on an annual basis, July through June, and will commence upon execution of the contract.

The proposal shall identify each task to be included as part of the scope. At a minimum these tasks shall include:

A. Annual Report

1. Prepare and submit the Annual Report including all forms, supporting documentation, and other pertinent information as required by the CalRecycle. If necessary, will include calculations and supporting data developed for an alternative diversion rate calculation. Prepare a draft report for City review at least one month prior to submission date.
2. Research and respond to follow-up questions from CalRecycle.

B. Waste Reduction and Recycling Program Implementation

1. Coordinate with staff to plan an annual local Business Awards Program in coordination with the Montebello Chamber of Commerce. Includes identifying businesses, preparation of write-ups on the businesses and production of a media press release.
2. Coordinate and plan 2 backyard-composting workshops. Workshops should include coordination with the County program for appropriate materials and curriculum, coordinating with City staff regarding location, date, and production of a flier for citywide distribution.
3. Assist with the development of an educational program in conjunction with the Montebello Unified School District, other area schools, and the Department of Parks and Recreation.

C. Residential Franchise Agreement Implementation Assistance

1. Assist City staff on an as-needed basis with the implementation of a new Residential Franchise Agreement.

D. Commercial Hauler Technical Assistance

Administer the commercial franchise program to include:

1. Technical Assistance to Haulers i.e., guidance with recycling program implementation, assistance with quarterly reports and annual renewal forms, and overall compliance with programs.
2. Review of quarterly reports and annual renewal forms.
3. Monitoring haulers for program compliance.
4. Staffing of hauler assistance hotline.
5. Preparation/management of correspondence to/from haulers.

6. Annually conduct one Commercial Hauler Assistance Workshop
7. Monitor Hauler Audit Correction Program. May include route disposal reporting audits, assistance with development of methodology, etc.

E. Hauler Audits

1. Conduct four (4) desk audits each quarter. Haulers will be selected randomly using the formats and protocols developed during the previous fiscal year.
2. Conduct an in-house audit for two (2) quarters and a desk audit for the remaining two (2) quarters of the haulers who had audit ratings of "unsatisfactory outcome: corrections required".
3. Prepare and submit audit results in written form to the City and the haulers. Audit reports should include recommendations for any necessary changes in methodology and/or record keeping for each hauler.
4. Conduct in-house hauler audits as necessary for situations such as license revocation, incorrect reporting, etc. and prepare a report of the findings.

F. Evaluation of Commercial Solid Waste Hauler Program

1. Conduct an annual evaluation of the Commercial Solid Waste Hauler Program due March 1 of every year.
2. Annually prepare and submit a report to City staff that summarizes the status of the Commercial Haulers. The report should include Hauler Audits information, a 12-month evaluation and proposed recommendations for each of the existing Commercial Haulers.

G. Additional Tasks

1. Consultant may identify additional tasks for consideration within this section.

GENERAL ADMINISTRATIVE INFORMATION AND REQUIREMENTS

A. Working Papers:

All data and working papers used for the RFP will remain the domain of the City upon completion of the project.

B. Project Staff

The successful proposer agrees not to change the assigned project staff without written consent of the City of Montebello.

C. Project Manager

Cesar Roldan, Director of Public Works, will be the designated project manager.

6.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

7.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

1. Proposal Review: After the submission deadline, consultant(s) will be evaluated, and the best-qualified consultant(s) will be invited to participate in an interview.
2. Selection Criteria: The City will select an consultant(s) to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination to engage the consultant(s) that is/are deemed most qualified with demonstrated experience in Solid Waste Management Services as outlined in this request, including, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
 - b. Experience: The consultant(s) will provide information on knowledge of preparing and implementing such Solid Waste Management Services.

- c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
- d. Performance: The consultant(s) must demonstrate the ability to produce a timely and high-quality product.
- e. Insurance Requirements: Proposals should include a statement demonstrating Consultant's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (See Appendix C)

Proposals will be evaluated based on the following qualitative and quantitative factors with the weighted values:

Categories	Weighted Points
Project Management Plan	30
Proposed Project Team	10
Qualifications and Experience	15
Technical Approach	25
Proposed Price	20
TOTAL	100

3. Interviews (Optional): If needed, selected consultants may be invited for an interview. City staff will confirm dates/times via e-mail or formal communication/letter.
4. Approval and Execution: Upon identification of a consultant(s), a professional services agreement in substantially the same form as Appendix C – Sample Professional Services Agreement will be presented to the City Council for consideration and execution by the City Manager or designee.

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be

followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subconsultants, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
- The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly

filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (Appendix C) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent consultants, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form

CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and

Suspended List (available at SAM.gov) is prohibited

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and

acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subconsultants

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subconsultants used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subconsultants must provide insurance indemnifying the City with limits at or exceeding the limits of the Consultant's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

17.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member except for

designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement



ITEM # 28

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **ADOPT RESOLUTION NO. 24-30 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS – TRANSPORTATION DIVISION (SMART-TD)**

DATE: May 8, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-30 approving a Memorandum of Understanding (MOU) between the City of Montebello and the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2023-24 budget was built utilizing the updated salary ranges, with estimated increases to base salaries for each classification exclusively represented by SMART-TD, for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment. Staff have costed the various wage and related changes in the proposed MOU (Attachment B), with salary range adjustments and one-time incentive and bonus pays representing the primary costs of the proposed MOU. It is estimated that the full-year cost of the salary range adjustments will be approximately \$850,000 -- this estimate includes the two percent (2%) cost of living adjustment in July, 2024. The "incentive buy-out" and "signing bonus" one-time pays represent another \$198,000 in expenses.

The FY 2024-25 budget will be built utilizing the new salary ranges, as well as provide sufficient funding for certain other adjustments contained in the MOU such as

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

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"certification pay" and increases to the "uniform allowance." No budget adjustment is needed for FY 2023-24 in order to implement the proposed MOU.

BACKGROUND/DISCUSSION:

In FY 2020-21, the City conducted a Classification and Compensation Study (Class and Comp study) to review salary and benefits for all full-time job classifications. Each job classification was compared to an agreed upon comparator group comprised of seventeen (17) similar cities. In Summer 2021, the results were presented to the City Council and shared with all employee groups, with numerous town hall meetings held to explain the study and its conclusions. Using the comparator group of similar cities as the defined market, the study concluded that 83% of the City's job classifications' base pay were more than 5% behind the market, with no position more than 5% ahead of market.

The City has ten (10) separate and distinct employee groups, with nine of the employee groups having a comprehensive MOU that governs salary, benefits, and other aspects of employment (approved since Spring, 2022). The intent of the Class and Comp study was to determine a path forward for labor negotiations that would bring all salary ranges closer to market within three (3) years. In addition, the study created a comprehensive salary schedule with defined ranges and steps for the first time in the City's history.

The City worked diligently to update MOU provisions that align with new points of agreement and remove any language that was unclear or antiquated to create administrative efficiency and improve internal equity for all employee groups. Moreover, by implementing comprehensive MOUs, the City is better positioned to recruit and retain the most qualified and dedicated employees for all full-time job classifications, including SMART-TD classifications. By standardizing MOU language across all employee groups, it is appropriate to create a comprehensive MOU for the SMART-TD members that includes standard language for wages, hours, terms and conditions of employment, and other "boilerplate" clauses found in the nine (9) MOUs approved by the City Council with each respective employee association.

The City met with SMART-TD board members from December 2021 through October 2023, to discuss proposals for a comprehensive MOU. SMART-TD was provided time to review the proposed MOU and identify questions for clarification and/or craft a counterproposal, with subsequent discussions held to analyze each proposal and counterproposal. In June 2022 and October 2023, an impasse was declared on comprehensive MOU labor negotiations.

ENVIRONMENTAL:

N/A

ANALYSIS:

On March 29, 2024, the City proactively began impasse resolution meetings with SMART-TD to help facilitate discussion and guide both parties toward a mutually acceptable MOU. By implementing comprehensive MOUs, the City is better positioned

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 8, 2024

Page 3 of 3

to recruit and retain the most qualified and resolute employees for all full-time equivalent classifications, including SMART-TD classifications (e.g., Bus Operator and Equipment Mechanic A). As a full-service organization, the City depends on the experience, knowledge, and skills of SMART-TD – individually and collectively – to provide superior transportation service to Montebello and the surrounding communities.

On April 12, 2024, the City and SMART-TD held a subsequent impasse resolution meeting and tentatively agreed to a comprehensive MOU. Relevant provisions included in the MOU are as follows:

- Salary increases in accordance with the Classification and Compensation Study (i.e., placing all represented classifications on the appropriate citywide salary schedule)
- Uniform Allowance increases
- One-time signing bonus
- Incentive buy-out bonus
- Creation of Vacation, Sick, and Holiday Leave Accrual Banks

The MOU will be effective upon ratification on May 8, 2024 and run through June 30, 2025.

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 24-30 (Attachment A) approving an MOU between the City and SMART-TD. The term of the MOU would be: upon ratification on May 8, 2024 through June 30, 2025 (Attachment B). Staff have costed the various salary adjustments and one-time bonuses and have determined the Fiscal Year 2023-24 budget includes sufficient funding for these increases. The FY 2024-25 budget will be developed to include sufficient funding for the updated salary ranges as well as other incentives (i.e., uniform allowance) which have been increased and adjusted.

ATTACHMENT(S)

1. Attachment A – Resolution No. 24-30
2. Attachment B – Proposed MOU between the City and SMART-TD

NEXT STEPS:

N/A

RESOLUTION NO. 24-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE
TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND
TRANSPORTATION WORKERS – TRANSPORTATION DIVISION (SMART-TD)
EMPLOYEES FOR THE PERIOD OF MAY 8, 2024 THROUGH JUNE 30, 2025**

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and SMART-TD have developed the Comprehensive Memorandum of Understanding (MOU) attached here (EXHIBIT A).

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1: The MOU between the City of Montebello and SMART-TD dated May 8, 2024 through June 30, 2025 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 8TH OF MAY 2024

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-30

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-30 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of May 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND
THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL & TRANSPORTATION WORKERS - TRANSPORTATION DIVISION**



FOR MAY 8, 2024 THROUGH JUNE 30, 2025

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**THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL &
TRANSPORTATION WORKERS – TRANSPORTATION DIVISION**

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello (City) have met and conferred in good faith with representatives of the International Association of Sheet Metal, Air, Rail & Transportation Workers-Transportation Division (SMART-TD), and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either Memorandum, MOU, or Agreement). Upon ratification of this MOU by majority vote of the SMART-TD membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This MOU supersedes Resolution 19-37 adopted by the City Council on April 10, 2019, as well as all prior MOUs, side letters, and agreements between the City and SMART-TD.

ARTICLE I- IMPLEMENTATION

SECTION A TERM

Upon adoption of this Agreement by the City Council from May 8, 2024, to June 30, 2025.

SECTION B RECOGNITION

SMART-TD is the exclusive representative of the employees listed in Appendix F for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule, or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of prior MOU references to City code, rules, and policies have been adopted during “*Meet and Confer*” sessions and shall be considered adopted by reference and remain in effect except as specifically modified herein. This includes the specific City policies as follows:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.517 Educational Reimbursement Programs
- d. 2.060.504 Employee Compensation and Benefits
- e. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of this Agreement, during the term of this Agreement.

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SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct union dues deductions for those employees who have chosen to participate in an employee organization.

The City shall deduct union dues from all employees who have signed a written authorization, and a copy of that authorization has been provided to the City's Finance Department. Employees on leave without pay or employees who earn a salary less than the appropriate deduction shall not have any union dues deducted for that pay period.

SMART-TD shall notify the City of the amount of union dues.

SECTION F DEFINITIONS

The following definitions are to be applied in the interpretation of this MOU:

- “Extraboard” means the procedure by which open runs or work assignments are made.
- “Extraboard Operator” means a Bus Operator who does not bid a regular run or assignment and whose work assignments are all made through the extraboard.
- “Modified Work Schedule” means any time a Bus Operator works out of their regular bid assignment.
- “Regular Operator” means a Bus Operator who has bid a regular run or assignment.
- “Regular Run” means a work assignment that is included by management, in a posted breakdown of operating schedules and contains regular working time and regular pay time.
- “Split Run” means a run that has two or more block pieces with elapsed unpaid break time between the ending and beginning of each part.
- “Straight Run” means a run that has continuous pay time from the time of starting to work until the run is completed.
- “Tripper” means any work shown on a schedule that is not part of a regular run.
- “Hold Down” means regular assignments worked by Extraboard Operators while the Regular Operator is on vacation or leave.
- “Line Trainer” means a Bus Operator who has at least one year of experience driving a bus at Montebello Bus Lines and does not have any chargeable incidents for the past twelve months at the time of the request. A Line Trainer provides general route familiarity and other operational insights.

ARTICLE II - COMPENSATION

SECTION A SALARY INCREASES

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range (number) as follows:

Members covered under this MOU will be placed at the appropriate step within the new salary range, as noted in the salary tables below, that is closest to the current rate of pay at the time of City Council adoption of this MOU and increased to the following steps:

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For Bus Operators (Range 20):

- Step 10 for any Bus Operator who was at Step 6 in calendar year 2021 and whose annual performance evaluation was/is due between January 1, 2024 and June 30, 2024;
- Step 9 for any Bus Operator who was at Step 6 in calendar year 2021;
- Step 7 for any Bus Operator who was at Step 5 in calendar year 2021;
- Step 5 for any Bus Operator who was at Step 4 in calendar year 2021; and
- Step 3 for any Bus Operator who:
 - Was at Step 3 in calendar year 2021, or
 - Was hired in at Step 4 in 2022, or
 - Is at Step 1, Step 2, Step 3, or Step 4 at the time of the adoption of this Agreement.

For Equipment Mechanic A (Heavy Equipment Mechanic) (Range 28):

- Step 10 for any Equipment Mechanic Bus Operator who was at Step 6 in calendar year 2021 and whose annual performance evaluation was/is due between January 1, 2024 and June 30, 2024;
- Step 9 for any Equipment Mechanic who was at Step 6 in calendar year 2021;
- Step 7 for any Equipment Mechanic who was at Step 5 in calendar year 2021;
- Step 5 for any Equipment Mechanic who was at Step 4 in calendar year 2021; and
- Step 3 for any Equipment Mechanic who:
 - Was at Step 3 in calendar year 2021, or
 - Was hired in at Step 3 in calendar year 2022, or
 - Was hired in at any Step in calendar year 2023 or 2024.

For Equipment Service Workers (Fleet Service Worker) (Range 12):

- Step 10 for any Equipment Service Worker who was at Step 6 in calendar year 2021;
- Step 9 for any Equipment Service Worker who was at Step 5 in calendar year 2021;
- Step 7 for any Equipment Service Worker who was at Step 4 in calendar year 2021;
- Step 5 for any Equipment Service Worker who was at Step 3 in calendar year 2021; and
- Step 3 for any Equipment Service Worker who was hired in at Step 1, Step 2, Step 3, or Step 4 in 2024.

For Storekeepers (Range 18):

- Step 10 for any Storekeeper who was at Step 6 in calendar year 2021; and
- Step 9 for any Storekeeper who was hired in calendar year 2023 or 2024.

For Body Shop Mechanics (Range 23):

- Step 8 for any Body Shop Mechanic who is at Step 5 at the time of the adoption of this Agreement.

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Effective the first full pay-period following City Council ratification of this MOU:

Position Title	New Range Number	New Annual Salary Range
Equipment Service Worker (Fleet Service Worker)	12	\$43,666 - \$54,533
Storekeeper	18	\$50,639 - \$63,242
Bus Operator	20	\$53,203 - \$66,443
Body Shop Mechanic	23	\$57,294 - \$71,552
Equipment Mechanic A (Heavy Equipment Mechanic)	28	\$64,823 - \$80,955

* See salary matrix attached.

- No employee will have their rate of pay decreased or remain the same upon implementation of the new salary ranges.
- Annual performance increases will remain on schedule for members who meet department expectations on their performance evaluation.
 - Employees who achieve a satisfactory evaluation shall generally receive a two-step (2-step) increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Director of Transportation, or designee. Any increase beyond two 2-steps must be approved by the City Manager.

Definition of 0-step increase:

- Actions of the employee are egregious, underperforming or well below expectations.
- Attempts have been made to correct the behavior without success.
- Management and Human Resources review shall be involved at the time of determination of this step.
- Explanation of poor performance shall be clearly communicated.

Definition of 1-step increase:

- Performance that is below expectations including, but not limited to, noncompliance of work policy, disruptive or poor behavior.
- Explanation of poor performance shall be clearly communicated.

2. COST OF LIVING ADJUSTMENT (COLA)

Effective the first full pay period in July 2024, employees in all classifications shall receive a two percent (2.0%) salary adjustment.

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Effective the first full pay period in July 2024:

Position Title	Range Number	Salary Range with 2% COLA
Equipment Service Worker (Fleet Service Worker)	12	\$44,540 - \$55,624
Storekeeper	18	\$51,652 - \$64,507
Bus Operator	20	\$54,267 - \$67,772
Body Shop Mechanic	23	\$58,440 – \$72,983
Equipment Mechanic A (Heavy Equipment Mechanic)	28	\$66,119 – \$82,574

* See salary range scale attached.

SECTION B CERTIFICATION PAY

Full-time employees who possess and maintain additional certificates/licenses shall be eligible to receive twenty-five dollars (\$25.00) monthly per certificate, up to a maximum of two (2) certificates/licenses or fifty dollars (\$50.00) monthly. In no case, shall any affected member simultaneously receive compensation for more than two (2) certificates. Employees will not be permitted to stack more than two (2) certificates/licenses.

The member shall receive the additional compensation following authorization by the Director of Transportation and the Director of Human Resources.

The additional certification and licensure incentives only apply to certifications and licenses that:

- Are not mandated to meet the classification's minimum job requirement criteria; and
- Have an annual or bi-annual renewal process or examination.

An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The Certificate Pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The member's department will submit a personnel action form to Human Resources for the Certificate Pay to be added to the member's salary.

SECTION C SHOP TRAINING PAY

Employees assigned to train maintenance/shop employees shall be paid for two hours at time and one-half (1.5X) the regular hourly rate (on the base rate of pay) when assigned to Shop Training.

SECTION D MECHANICS TOOL ALLOWANCE

1. Effective the first full pay period after adoption of this Agreement by the City Council, the annual tool allowance for Mechanics is raised from six hundred dollars (\$600.00) to six hundred twenty-five dollars (\$625.00). The tool allowance is paid during the second pay period of August.

2. During the term of this Agreement the City will implement a program to provide all applicable tools required to perform mechanic functions. At such time, the City will cease to provide the annual

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tool allowance. The City agrees to initiate negotiations on the parameters of this program within six (6) months of adoption of the MOU.

Prior to implementation the City will meet and confer with SMART-TD on the following:

- Type of tools
- Number of tools

SECTION E UNIFORM ALLOWANCE

1. Effective the first full pay period after adoption of this Agreement by the City Council, the annual uniform allowance for Bus Operators will be increased from six hundred fifty dollars (\$650.00) to eight hundred-fifty dollars (\$850.00). The annual uniform allowance for Equipment Mechanic A, Body Shop Mechanic, Storekeeper, and Equipment Service Worker will be increased from five hundred twenty-five dollars (\$525.00) to seven hundred twenty-five dollars (\$725.00). The uniform allowance is paid during the second pay period in August in a separate pay check.
2. Proration of uniform allowance - The City agrees to issue newly hired Bus Operators, Equipment Mechanics, Body Shop Mechanics, Equipment Service Workers, and Storekeepers the full amount of annual uniform allowance, if they are hired between July 1st and December 31st of any year. Those Bus Operators, Equipment Mechanics, Body Shop Mechanics, Equipment Service Workers, and Storekeepers who are hired between January 1st and June 30th of any year, will receive a prorated amount of uniform allowance.

SECTION F NIGHT DIFFERENTIAL

Night shift differential for full-time Corporate Shop personnel is five percent (5%) of base rate.

SECTION G INSTRUCTOR PAY

A maximum of eight (8) Bus Operators who have been designated by Montebello Bus Lines as Behind-The-Wheel Instructors receive a minimum of two (2) hours of overtime daily when assigned by management personnel to actively participate in the instruction of new hires.

SECTION H INCENTIVE BUY-OUT

The Incentive Buy-out is a one-time payment of five hundred dollars (\$500.00) per active member, paid out on or before the second (2nd) full pay period after adoption of this Agreement by the City Council. This one-time payment is not reportable to CalPERS. This one-time Incentive Buy-out payment is established only with the sunset of the Bus Operator and Corporate Shop Incentive Programs. The Bus Operator and Corporate Shop Incentive Programs will end upon adoption of this Agreement by the City Council.

SECTION I ONE-TIME SIGNING BONUS

The One-Time Signing Bonus is a payment of one-thousand dollars (\$1,000.00) per active member, paid out on or before the second (2nd) full pay period after adoption of this Agreement by the City Council. This One-Time Signing Bonus payment is not reportable to CalPERS.

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ARTICLE III – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one full pay period after the adoption of this MOU Annual Leave banks will be frozen, and accruals will cease. All SMART-TD members will begin accruing the Vacation/Holiday/Sick Leave banks in lieu of Annual Leave as outlined in this MOU.

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: an employee must make an irrevocable election on or before December 31st of each calendar year, to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be provided to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

During the initial Annual Leave cash out an employee must make an irrevocable election on or before December 31st to be paid out during the first full pay period in January 2025. The optional election to cash out up to one hundred twenty (120) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Effective December 2025, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used upon approval by the Director of Transportation based on the needs of the department.

Upon separation from the City, remaining Annual Leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUAL

1. Accrual and Cap: Employees covered under this MOU shall accrue Vacation Leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours

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12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. (157 months & thereafter)	6.15 hours	160 hours	320 hours

2. Cash Out of Vacation Leave:

Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

All members with a minimum of eighty (80) hours of Vacation Leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual cap based on years of service.
- *An employee shall not be eligible to take annual vacation leave during the same year it is earned (CSR&R Rule XII, Section 214,i)*
 - *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE ACCRUAL

1. Accrual and Cap: Employees covered under this MOU shall accrue Sick Leave and shall have a maximum Sick Leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
3.692	96	1040

2. Sick Leave may be utilized for:

- Personal illness or injury of the employee.
- Timely reported emergency leave: serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Codes §§ 233 and 234).
- Where an employee is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230 (c) and 230.1(a).
- Cases of quarantine.
- Where exposure to contagious diseases would endanger the health of other employees.

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Other Rules:

Sick Leave may be taken in increments of one-half (1/2) hour or more.

Sick Leave may not be used for disapproved vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

**** Sick hours will not be considered hours worked when computing overtime.**

**** After sick leave has been exhausted, employee may use earned vacation**

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTION 1:

Payout at separation based on years of service

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit. Upon amendment, employees would have the option to convert Sick Leave hours to CalPERS service credit upon retirement from the City.

SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x# of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

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Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employee's current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the department during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the department.

Employees whose regular schedule workday occurs on an observed holiday may:

1. Elect to be paid their holiday leave hours on the observed holiday on top of their regular pay, however, holiday leave hours are not considered hours worked when calculating overtime.
2. Request to use their holiday hours (for a holiday that has already been observed) for a day off, but the decision to approve or deny the request shall be at the discretion of management.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.

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- Designated holidays falling on a Friday, Saturday, or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

**** Holiday hours will not be considered hours worked when computing overtime.**

**** To receive holiday pay an employee shall work a full shift or have approved leave on the last shift scheduled immediately preceding the holiday, and the first shift scheduled immediately after the holiday.**

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of compensatory time off (CTO) hours that may be accumulated by SMART-TD members is one hundred twenty (120) hours. At separation, CTO hours are paid out at the member's current base rate of pay.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member," as defined by the Government Code, which define the employee contribution/cost sharing as follows:

1. **Retirement Tier 1:** Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7533, et seq. These employees are also referred to as "CalPERS Classic Members."
 - a. CalPERS retirement formula is 2.7% at 55.
2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members."
 - a. CalPERS retirement formula is 2.0% at 62.

SECTION B EMPLOYEE CALPERS CONTRIBUTION

1. CalPERS Classic Members (as defined by CalPERS):

CalPERS Classic Members pay the eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS PEPRA Members (as defined by CalPERS):

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New CalPERS PEPRA members, including each newly hired member, shall pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The normal cost obligation effective July 1, 2023, is seven and one-half percent (7.5%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE V - POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFIT

All SMART-TD members that were employed by the City as of April 10, 2019, are eligible to receive the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A, in the event that they become full-time employees in the future without a break in service. Those employees eligible must have completed a minimum of fifteen (15) years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part-time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying.

All full-time employees hired after April 10, 2019, only receive the minimum health premium contribution as set forth in Government Code section 22892.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A SENIORITY, RANK AND RIGHTS

1. Seniority for all SMART-TD members is based on position. Position seniority governs the choice of bidding, shake-ups, vacations, and fixed holidays.
2. For full-time employees, position seniority is defined as the effective date an employee is assigned to a full-time position in a given job classification. If a full-time employee is transferred from one job classification to another full-time position, the employee's new position seniority date shall be the date the employee was assigned to the new job classification.
3. If an employee leaves a job classification to take an assignment in another job classification within the City, works in the new classification for more than six months, and returns back to the original job classification, the employee's position seniority shall be the date the employee returned to the job classification.
4. When a full-time position is advertised to employees within a Division, employees within that Division will be given seniority over an employee outside of the Division if the effective date of the assignment is the same date.

Example of order of seniority for a position within the Maintenance Division if the effective date of the assignment is the same date:

- a. Maintenance Division employees
- b. Operations Division employees
- c. Other City employees
- d. Outside applicants

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Example of order of seniority for a position within the Operations Division if the effective date of the assignment is the same date:

- a. Operations Division Employees
- b. Maintenance Division Employees
- c. Other City Employees
- d. Outside applicants

5. Montebello Bus Lines shall prepare a list of all classifications with seniority ranking and submit the list to SMART-TD once every six (6) months.

SECTION B OPERATION OF REVENUE EQUIPMENT

1. Operation of revenue equipment when in revenue service

Except as expressly provided herein, all revenue equipment operated by Montebello Bus Lines shall be operated by SMART-TD Bus Operators when in revenue service. Operations supervisory staff may operate revenue equipment in revenue service in cases of emergency or when Bus Operators are not available to operate the revenue equipment.

2. Operation of revenue equipment when not in revenue service

Except as expressly provided herein, all revenue equipment operated by Montebello Bus Lines shall be operated by vendors for purposes of maintenance, Maintenance staff or Bus Operators when not in revenue service. Operations supervisory staff may operate revenue equipment not in revenue service in cases of emergency or when no Maintenance staff or Bus Operators are available to operate the revenue equipment.

SECTION C UNION INSIGNIA ON UNIFORMS

SMART-TD members shall be allowed to wear no more than one (1) SMART-TD emblem or insignia on their uniforms while on duty. A uniform committee, consisting of up to two (2) SMART-TD members and up to two (2) management members will designate the type and placement of such emblems or insignia.

SECTION D CHANGES IN POSTED WORK SHIFT SCHEDULES

Changes in posted work shift schedules can only occur after a sixty (60) day written notice is provided to SMART-TD unless mutually agreed to by the City and SMART-TD. The City reserves the right to adjust work schedules on short-term immediate emergency and/or staffing needs, or due to an act of nature and/or other events which may impact service. Additionally, should the total service delivered fall below eighty percent (80%) of the scheduled service, management will reassign Bus Operators to other runs to mitigate the impact on customers.

The method of reassignment shall be:

- To a run that finishes earlier or within two (2) hours of the regularly assigned run.
- Bus Operators reassigned shall be paid the higher of the regular run or the run reassigned to for that day, plus hours adjusted will be paid at one and one half of the Bus Operator's rate of pay.
- Management will offer run(s) first on a volunteer basis. If the service request is not met, management will initiate a mandatory change in run(s) based on reverse seniority.

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An employee working in a classification covered by this MOU may report to the service committee for the need to study a specific individual trip on a run that the employee believes has inadequate recovery time on a consistent basis (one-time or occasional problems will not be considered). Such requests must be submitted in writing using the employee email to the service committee. The email should include the repetitive nature of the problem including the specific trip, day, and time of the recurring problem. If there is a specific portion of the route that contributes significantly to the delay or where the employee believes the running time is insufficient, that information should also be provided.

Management will review requests using any of the following methods: Automatic Passenger Counts (APC), Automatic Vehicle Location (AVL) /GPS data, supervisor spot checks, ride-a-longs, or any other method deemed necessary.

If the final result of the analysis shows/supports that a change needs to be made to the schedule, the committee will inform the employee of the changes in writing. Changes will be implemented in a reasonable time frame. Should the final analysis show that changes are not necessary, the justification for the “no change” decision will be communicated to the employee in writing.

Both parties agree that the reduction or loss of recovery time due to circumstances beyond the control of management, for example, traffic accidents, incidents, road work/construction, start of the school semester, detours, special events, railroad crossing delays, delays due to inclement weather, driver behavior, etc. will not be considered as valid complaints for schedule changes or penalties.

SECTION E MEAL AND REST PERIODS

The City and SMART-TD have reached an agreement on provisions intended to satisfy the requirements for exemption from sections 11 and 12 of Wage Order 9 adopted by the California Industrial Welfare Commission. That agreement provides for meal and rest periods for all public transit Bus Operators employed by the City and represented by SMART-TD. All such Bus Operators shall be paid premium rates for all overtime hours worked as required by law. The minimum hourly rate for all such Bus Operators shall at all times be no less than 30 percent (30%) more than the California minimum wage rate. This agreement shall not result in the reduction of the hourly rate of any such Bus Operator.

This section is intended to be in lieu of any standards regulating meal or rest breaks, as an exception provided for under the Wage Order and the Statement as to Basis.

It is the desire of both parties to maintain the current system of coach run and tripper combination schedules and of work run and extra assignments.

For straight runs, split runs, tripper combination, and extraboard, the parties agree that the scheduled recovery time in the run and the penalty pay provisions provided by this MOU shall be considered cumulative as being the Bus Operator’s meal and rest periods.

(APPENDIX G – WAGE ORDER NINE COMPLIANCE AGREEMENT)

SECTION F “UNION” REPRESENTATIVE ACCESS

SMART-TD representatives shall have reasonable access to the Transportation facility for union business on a case-by-case basis, Monday through Thursday from 8:00 a.m. to 5:00 p.m., with a minimum of forty-eight (48) hour advance written notice. The City will make reasonable efforts to

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ensure that a meeting room is available to the SMART-TD representative. SMART-TD representatives shall not conduct union business on City property without prior written approval from the City.

SECTION G RELEASE TIME

All Union release time shall be requested from the supervisor forty-eight (48) hours in advance, unless in the event of an emergency The manager shall not unreasonably deny the request.

SECTION H RELIEF DISPATCH

The City agrees that any Bus Operator working as a Relief Dispatcher shall not have the option to bid on a run for an entire bid until they return to their regular duties as a Bus Operator. Further, any Bus Operator performing duties as a Relief Dispatcher shall be prohibited from performing any type of disciplinary action against any other employee represented by SMART-TD.

SECTION I FREE TRANSPORTATION

All SMART-TD members, their spouses, and eligible dependent children are eligible to ride all Montebello Bus Lines buses free of charge.

SECTION J LEAVE DONATION REQUESTS

The City agrees to review and make necessary adjustments to any applicable policy which governs leave donation requests to streamline the process as much as possible while discouraging potential abuses of the program. Future language will reflect the following intent:

If a request has been approved by the Director of Transportation and the Director of Human Resources but still has not been approved by the City Manager and five business days have passed, the request will be deemed as approved.

SECTION K EXTENDED TIME OFF

The City agrees to allow SMART-TD members to take time off up to five (5) consecutive weeks if there are unusual or mitigating circumstances. These requests will be determined on a case-by-case basis considering the unusual or mitigating circumstance and the needs of the department.

SECTION L SCHEDULED RUNS

The City agrees to guarantee to schedule a minimum of eight (8) hours per day for all full-time Bus Operators. In the event that a run is scheduled for any increment less than eight (8) hours, the route will be recorded as a full 8 hours.

An Extraboard Operator shall receive eight (8) hours' pay at straight time, even if the assignment does not include eight full hours of work. However, when an Extraboard Operator is assigned a regular run, such Extraboard Operator will be paid under the same conditions as a Regular Operator.

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SECTION M PROGRESSIVE DISCIPLINE

The City and SMART-TD agree to make every effort to resolve issues at the lowest possible level. The City shall provide advance notice that a meeting may be disciplinary in nature. Members have the right to representation by the SMART-TD leadership. Members may request a representative from SMART-TD leadership to represent them at disciplinary meetings. It is the responsibility of the member to seek SMART-TD representation and coordinate alternate representative arrangements should a SMART-TD leader be unavailable. When requested, a Local Chair requests release time from her/his supervisor. If such release time is not granted at that specific time because of the needs of the City, the requested SMART-TD leadership or Local Chair may ask to reschedule the meeting expediently, within contractual deadlines, and at a time when the requested SMART-TD leader or Local Chair is available. The City shall be flexible and provide two (2) alternate calendar date(s) for disciplinary meetings. For specific information related to the grievance process, refer to the City's Grievance Policy.

SECTION N SAFETY

The City shall provide a reasonably safe and healthy working environment in accordance with applicable state and federal laws and other laws and regulations. SMART-TD agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

All are required by the Director of Transportation or designee to attend departmental safety meetings and shall be compensated at the applicable rate of pay for actual time spent in attendance at the meeting.

SECTION O MEDICAL INSURANCE PROVIDERS

During the term of this MOU, the City intends to complete a full cost and benefits analysis of the medical insurance plans offered to all City employees. The City would initiate negotiations with SMART-TD on any proposed provider changes and/or City contribution changes.

SECTION P MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives, and orders, except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce. The City agrees to provide a minimum of fourteen (14) calendar days' notice to make changes to any policies. This section is not intended to supersede the notice requirements for Changes in Posted Work Shift Schedules in Section D of this Agreement.

SECTION Q SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

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ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be **from May 8, 2024, to June 30, 2025.**

Cecilia Lopez Date

General Chairman SMART-TD

Raul Alvarez Date

City Manager



APPENDIX A

City of Montebello, California Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A. Employees must submit in writing a request to test for Bilingual Pay.
- B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. **Testing:**
 - 1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 08, 2024:

Bargaining Unit	Monthly Incentive
SMART-TD	\$70

Effective July 1, 2022 for all except SMART-TD, for SMART-TD, effective May 8, 2024:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 04/27/2022, 05/08/2024)



APPENDIX B

City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employee may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.



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- D.** Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

APPENDIX B



City of Montebello, California Policy & Procedures Manual

Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
SMART-TD	24 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023; 05/08/2024)



City of Montebello, California Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. **Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck.** The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

APPENDIX C



City of Montebello, California Policy & Procedures Manual

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association who's members have an annual maximum of \$3,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**



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City of Montebello, California Policy & Procedures Manual

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



APPENDIX D

City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.



APPENDIX D

City of Montebello, California Policy & Procedures Manual

3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.
- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CONTRIBUTION)	CITY
1 Party	Full coverage	
2 Party	\$840.00	
3 Party	\$1,090.00	

[2008 reopener]



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City of Montebello, California Policy & Procedures Manual

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
 - i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.



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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22)

APPENDIX E



City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1 st full pay period after July 1, 2023
	\$1,000/month	1 st full pay period after July 1, 2024
	\$1,100/month	1 st full pay period after July 1, 2025
Master's Degree	\$950/month	1st full pay period after July 1, 2023
	\$1,050/month	1 st full pay period after July 1, 2024
	\$1,150/month	1 st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1 st full pay period after July 1, 2023
Management Certificate	\$450/month	1 st full pay period after July 1, 2023

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City of Montebello, California Policy & Procedures Manual

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2023
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$1,000/month	1 st full pay period after July 1, 2023
Master's Degree	\$1,050/month	1 st full pay period after July 1, 2023
Supervisory	\$300/month	1 st full pay period after July 1, 2023

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:



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- A. \$250/month for Firefighter I Certificate or AA/AS or 60 units
- B. \$400/month for Firefighter II Certificate or BA/BS or 120 units
- C. \$600/month for Company Officer Certificate

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **MONTEBELLO MID-MANAGEMENT ASSOCIATION** **MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION** **SMART-TD** **UNREPRESENTED FULL-TIME EMPLOYEES**

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 05/08/2024)



APPENDIX F

The International Association of Sheet Metal, Air, Rail & Transportation Workers-Transportation Division (SMART-TD)

REPRESENTED CLASSIFICATIONS

BODY SHOP MECHANIC
BUS OPERATOR
BUS OPERATOR (HOURLY)
EQUIPMENT MECHANIC A
EQUIPMENT SERVICE WORKER
EQUIPMENT SERVICE WORKER (HOURLY)
STOREKEEPER

EXHIBIT G

AGREEMENT RE WAGE ORDER NINE COMPLIANCE

Meal and Rest Periods for Bus Operators

This Agreement is entered into by and between the United Transportation Union/Sheet Metal, Air, Rail, Transportation ("Union") and the City of Montebello ("City") as follows:

1. These provisions have been negotiated in recognition of sections 11 and 12 of California Industrial Welfare Commission Order 9 concerning rest and meal periods. This Agreement is intended to be in lieu of any standards regulating meal and rest periods, as an exception provided for under the Wage Order.
2. This agreement puts in place agreed upon terms and conditions for Bus Operators on a scheduled run assignment where the ability to take a break to rest, eat a meal or attend to personal business is physically restricted by the fact that the Bus Operator is driving a bus.

In light of the above, the parties agree as follows:

The parties agree that the scheduled recovery time in the assignment shall be considered cumulatively as the Bus Operator's meal and rest break periods. A collaborative effort between management and Bus Operators has resulted in a mutually agreed upon approach to providing meal/rest periods. In general, they will be taken at layover. Meal/rest periods shall be computed as time worked. There is no meal period due for an assignment with a total work period in a work day of less than six hours. On split runs there is no requirement to provide the cumulative 50 minute total operator meal/rest period time where the length of work pieces and period do not warrant. A minimum of ten (10) minute layover period will be scheduled for any assignment with a total work period of four hours or more.

As negotiated this alternative scheduling and reconciliation process meets all legal requirements of Wage Order Number 9-2001, which became effective July 1, 2004 and updated January 1, 2005. It is agreed that as of the effective date of this subsection there is no premium pay other than that which is contained herein. The City agrees to schedule assignments of six (6) or more hours with a minimum of fifty (50) minutes cumulative recovery time which will serve as the Bus Operator's meal/rest periods. In the event that the City schedules runs of more than ten (10) hours, the amount of scheduled cumulative recovery time shall be eighty (80) minutes. However the City shall have the sole discretion to determine whether to schedule shifts of ten or more hours. In the event the Operator receives less than the fifty (50) minutes, (80 minutes for shifts of more than 10 hours), the City agrees to pay the difference at time and one half rate up to a maximum of 50 minutes (80 for shifts of more than 10 hours.)

Unrealized recovery time that results in the Operator receiving less than 50 minutes recovery time (80 minutes for shifts of more than 10 hours) due to situations out of the Operator's control (i.e. traffic, accident, detours, equipment failure, passenger load or incident etc.) shall be eligible for penalty payment.

Loss of recovery time due to Operator behavior or other factors under the control of the Operator shall not justify entitlement to any such payment.

The parties agree to form a subcommittee to meet monthly for the first six months after signing this agreement to review issues surrounding the running times of service. With mutual agreement between SMART and the City the parties will meet every two (2) months thereafter. The Union may appoint three members to the committee.

Grievances for Meal and Rest Periods: This article shall only apply to grievances related to Meal and Rest Periods for Bus Operators. Grievances shall follow the procedures set forth in City rules.

Binding Arbitration: A grievant may appeal the unresolved grievance by petitioning the Union to present the grievance to binding arbitration as provided below.

Only the Union may present an unresolved grievance to binding arbitration by submitting a letter to the Personnel Officer or designee requesting that the matter be submitted to arbitration. Such letter request must be submitted within fourteen (14) calendar days after the grievant receives a written decision from the Personnel Officer or his/her designee. Any grievance submitted to arbitration shall be limited to the issues raised at the first step, except as amended by mutual agreement, and properly processed through the grievance procedure.

The City and the Union shall attempt to agree on a neutral arbitrator. In the event that the City and the Union cannot agree upon the selection of the neutral arbitrator, either party may then request the California State Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the City and the Union cannot agree within three (3) days after receipt of such list on one of the seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator. The party making the first strike shall be determined by lot.

The expenses of any arbitration proceeding convened pursuant to this article, including the fee for the arbitrator and the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this agreement but shall determine only whether there has been a violation in respect to the alleged grievance and determine the remedy. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the arbitrator shall be final and binding upon the City, the Union, and the employee affected.



ITEM # 29

APPROVAL OF MINUTES: APRIL 10, 2024, CITY COUNCIL MEETING; APRIL 24, 2024, CITY COUNCIL MEETING; MAY 1, 2024, SPECIAL CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, APRIL 10, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BLVD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tam. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Alexander Alvarez-Glas, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, Department Directors Joseph Palombi, Michael Solorza, David Sosnowski, Carlos Roldan, and Ramon Figueroa.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Peralta recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)

Rojas vs. City of Montebello
Case No. ADJ17161758, ADJ17161759

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: Topgolf Site
City's Negotiators: Raul Alvarez, City Manager
Negotiating Party: Topgolf Montebello
Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:00 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to the City Council: Item No. 1 was presented to the City Council, unanimous direction was provided to attempt to resolve the case within the terms, and parameters expressed in Closed Session; Item No. 2 was presented to the City Council, no action was taken, the item will be brought back at future meeting, and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA CITY MANAGER

City Manager Alvarez announced the following corrections:

- Item No. 17 was pulled from staff presentation
- Item No. 18 was pulled to be discussed at a future meeting.

CEREMONIAL PRESENTATIONS

3. CITIZEN OF THE MONTH ATHLEEN RABAGO

Presented by Mayor Peralta.

4. NATIONAL CHILD ABUSE PREVENTION

Presented by Mayor Peralta

5. AUTISM AWARENESS MONTH

Presented by Mayor Peralta.

6. ARMENIAN HISTORY MONTH

Presented by Mayor Peralta.

7. ARBOR DAY PROCLAMATION

Presented by Mayor Peralta.

8. NATIONAL DONATE LIFE MONTH

Presented by Mayor Peralta.

Mayor Peralta also presented a Proclamation for National Volunteer Month.

9. HUMAN RESOURCES PROTOCOL PRESENTATION BY LIEBERT CASSIDY WHITMORE

Presented by Shelline K. Bennet from Liebert Cassidy Whitmore.

Councilmember Torres asked if a potential claimant could be involved in selecting the investigative attorney. He further inquired about the timeline of the investigation and whether the defendant should be provided with the details of the allegations.

Mayor Pro Tem Melendez inquired about the protocols after the investigation was closed and whether there should be an opportunity for corrective action.

Councilmember Jimenez provided some case examples and inquired about best practices

Mayor Peralta inquired about corrective actions and whether the claimant should be involved in their development. She further provided case examples and inquired about best practices.

Ms. Bennet provided clarification.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and a speaker will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged seven (7) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEM OF COMMUNITY INTEREST

City Manager Alvarez introduced the new Human Resources Director, Roman Figueroa.

PUBLIC HEARING

- 10. RESOLUTION NO. 24-2 ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023050665) AND APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM ("MMRP") AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS; RESOLUTION NO. 24-22 ADOPTING AN UPDATE TO THE CITY OF MONTEBELLO GENERAL PLAN AND ADOPTING THE BICYCLE MASTER PLAN; INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2474 APPROVING THE DOWNTOWN MONTEBELLO SPECIFIC PLAN AND ZONE CHANGE.**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-21 adopting environmental findings pursuant to the California Environmental Quality Act ("CEQA"), certifying the Environmental Impact Report (State Clearinghouse No. 2023050665), and approving the Mitigation Monitoring and Reporting Program ("MMRP"), and adopting the Findings of Fact and Statement of Overriding Considerations related to the Montebello 2040 General Plan Update, Downtown Montebello Specific Plan, and Zone Change; and

2. Adopt Resolution No. 24-22 adopting an update to the City of Montebello General Plan ("2040 General Plan") and adopting the City of Montebello Bicycle Master Plan and finding the Bicycle Master Plan exempt from CEQA pursuant to Public Resources Code Section 21080.20(a)(1) and categorically exempt pursuant to CEQA Guidelines Section 15304(h) (Class 4 - Minor Alterations of Land – creation of bicycle lanes on existing rights-of-way); and
3. Introduce and waive first reading of Ordinance No. 2474 approving the Downtown Montebello Specific Plan, related Zone Change, and an amendment to the Zoning Map; and
4. Take such additional, related action that may be desirable.

Planning Director Joseph Plamobi introduced the item and Kaiser Rangwala for a presentation on the General Plan. Michael Sahimi provided a presentation on the Bike Master Plan.

Mayor Peralta opened the Public Hearing at 9:23 p.m.

There was one speaker who spoke in support of the item.

Mayor Peralta closed the Public Hearing at 9:26 p.m.

Councilmember Torres inquired about the trees proposed in the plan and if they were shade-bearing trees throughout the year.

Mr. Rangwala informed the Council that they did not have a list of trees. He further stated that it would be discussed.

Director Palombi stated that the City would discuss the trees during the street scape development which follows the adoption of the General Plan.

Councilmember Torres asked staff to ensure that the downtown code include signage facade, material, and color standards.

Director Palmobi confirmed that it would

Councilmember Torres asked if the plan include energy efficiency standards.

Director Palombi stated that the city would follow state requirements.

Councilmember Torres stated that the state requirements were lower than a lead certified building and asked if there would be an opportunity to create higher standards for energy efficiency.

Councilmember Torres asked staff to explain how the new Bicycle Master Plan builds on the plan previously developed by Active SGV.

Mr. Sahimi stated that the new plan included recommendations from the Gateway Cities Council of Governments and from the outreach event.

Council thanked the shareholder residents, and staff that contributed to the General Plan, Bike Master Plan and the Downtown Montebello Specific Plan.

Mayor Peralta stated that several cities developed a code for permitted and invasive trees. She suggested adopting a similar code before the adoption of the street scape plan.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

REGULAR BUSINESS

11. REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS BOARDS AND AGENCIES

RECOMMENDATION: It is recommended that the City Council:

1.

Review and take action to fill assignments to various Boards and Agencies; and
2.

Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez suggested tabling the item until the investigation findings are presented.

Mayor Peralta stated that the Council followed the same process against Councilmember Torres, and the corrective actions are not permanent but for the safety of the individuals.

Councilmember Torres stated that the steps being taken are for the employee's safety and that the corrective actions are not permanent. He further stated that the Council has not taken the same corrective actions that were placed on him.

Mayor Pro Tem Melendez stated that he is not opposed to the corrective action taken against Councilmember Jimenez; he only opposes the removal from various boards.

Councilmember Jimenez opposed the item and read a letter from her attorney, Kevin Sheinkman, to City Attorney Alvarez-Glasman.

The following appointments were made:

Organization	Council Representative	Alternate Representative
San Gabriel Valley Council of Governments	David Torres	Georgina Tamayo
Capital Projects Committee - Alameda Corridor East Authority (ACE)	Georgina Tamayo	Scarlet Peralta
Gateway Cities Council of Governments	Georgina Tamayo	Scarlet Peralta
Independent Cities Association	Salvador Melendez	Georgina Tamayo
Southeast Area Animal Control (SEAAAC)	Scarlet Peralta	Georgina Tamayo

Councilmember Torres motioned second by Councilmember Tamayo, to approve the new appointments; the motion was approved by the following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

12. ADOPT RESOLUTION NO. 24-26 REVISING AND UPDATING FEES FOR THE CITY OF MONTEBELLO'S MUNICIPAL GOLF COURSE

RECOMMENDATION: It is recommended that the City Council:

1.

Adopt Resolution No. 24-26 revising fees for the City of Montebello's Municipal Golf Course; and
2.

Take such additional, related action that may be desirable.

Director Sosnowski provided a presentation of the item.

Councilmember Torres commended staff for adjusting rates for students and juniors and inquired about the senior or

resident card, the tee sheet, and the pricing.

Director Sosnowski provided clarification.

Council thanked staff for all their work.

Councilmember Tamayo inquired about the prices compared to the surrounding cities.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any item a member wishes to discuss, including any items the public submitted speaker cards for, should be designated his time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Item No. 17 was pulled for a staff presentation.

Item No. 18 was pulled by City Manager Alvarez to be discussed at a future meeting.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, that Items No's. 13-16 and 19-21, be approved; the motion passed unanimously.

13. ADOPT RESOLUTIONS FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD AND CONDUCTED ON NOVEMBER 5, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-16 calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain offices as required by the provisions of the laws of the State of California relating to General Municipalities; and
 2. Approve Resolution No. 24-17 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the General Municipal Election to be held and conducted on Tuesday, November 5, 2024; and
 3. Approve Resolution No. 24-18 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code; and
 4. Approve Resolution No. 24-19 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 5, 2024; and
- Approve Resolution No. 24-20 providing for a procedure for determining by lot a tie among candidates at the November 5, 2024, General Municipal Election in accordance with Elections Code Section 15651.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

14. APPROVE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF MONTEBELLO TO FUND STATE COMPLIANCE MEASURES WITH THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT GROUP AND THE COORDINATED INTEGRATED MONITORING PROGRAM IN ACCORDANCE WITH THE LOS ANGELES COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEMS PERMIT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute a Memorandum of Agreement with the San Gabriel Valley Council of Governments (SGVCOG) to fund the overages associated with the Los Angeles County Municipal Separate Storm Sewer Systems (MS4) Permit's compliance measures of the Upper Los Angeles River Watershed Management Group and the Coordinated Integrated Monitoring Program (CIMP); and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$23,785 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Outside Contracts); and,

3. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

15. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4190 TO COLLICUTT ENERGY SERVICES TO PROVIDE GENERATOR MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4190 to Collicutt Energy Services to provide generator maintenance and repair services for an initial three (3) year term in a not to exceed amount of \$251,168; and
2. Reject all other proposals; and
3. Authorize the City Manager to execute the agreement; and
4. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

16. AUTHORIZE PURCHASE OF TRAFFIC SIGNAL CONTROLLERS FROM THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the purchase of Six (6) 2000 traffic signal controllers from Los Angeles County Department of Public Works; and
2. Authorize staff to approve Los Angeles County Department of Public Works City Service Request No. 271404; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$65,000 in Account No. 222-30-300-6010.10 (Measure, Public Works, Administration, Machinery and Equipment); and
4. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

17. ADOPT RESOLUTION NO. 24-4 TO APPLY TO CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION'S URBAN FORESTRY PROGRAM AND COMMUNITY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-4 authorizing the appropriate City staff member to execute and sign the document and to work with TreePeople to submit the California Department of Forestry and Fire Protection's Urban Forestry Program application; and
2. Take such additional, related action that may be desirable.

David Pineda with the TreePeople provided a PowerPoint presentation.

The Council spoke in favor of the item.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

18. ADOPT RESOLUTION NO. 24-25 GRANTING AN EASEMENT ON CITY-OWNED LAND, 1060 S GREENWOOD AVE, TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE) FOR ELECTRICAL UTILITY PURPOSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-25 (Attachment B) granting an easement on City-owned land, 1060 S. Greenwood Ave., to Southern California Edison Company (SCE) for electrical utility purposes; and,

2. Authorize the City Manager or his designee, to sign the Grant of the easement to Southern California Edison (SCE) on behalf of the City; and
3. Take such additional, related action that may be desirable.

This item was pulled and will be discussed at a future meeting.

19. APPROVAL OF MINUTES: MARCH 27, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

20. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-23 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 10, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-23 approving the Warrant Register dated April 10, 2024.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

21. APPROVE PARTICIPATION IN THE LOS ANGELES COUNTY "PUBLIC POWER UP" PROGRAM FOR THE ACQUISITION OF ELECTRIC VEHICLE CHARGING STATIONS AT CITY HALL

RECOMMENDATION: It is recommended that the City Council:

1. Approve participation in the Los Angeles County "Public Power Up" Program for the acquisition of electric vehicle charging stations at City Hall; and
2. Authorize the City Manager to approve participation and sign any necessary interest forms; and
3. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS CONTINUED

AB 1234 TRAFFIC REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53233(d).

None.

COUNCIL/AGENCY ORAL

Announcements and requests for future agenda items.

- **David N. Torres, Councilmember**

- **Salvador Melendez, Mayor Pro Tem**

1. Firework Stand Ordinance for 2024

Mayor Pro Tem Melendez suggested developing an Ordinance restricting fireworks sales only to City organizations.

Councilmember Torres suggested forming an Ad Hoc to create a comprehensive ordinance and standardizing the number of days fireworks can be sold.

Mayor Pro Tem Melendez agreed to create an Ad Hoc but asked to leave it open to discuss fireworks stands and illegal fireworks.

City Manager Alvarez stated that the City was committed to collaborating with the Council to implement their recommendations. Given the current month is April, the short-term plan entails restricting fireworks sales to non-profit organizations exclusively within Montebello. The long-term plan is to develop the Ad Hoc next year to implement the additional measures mentioned.

Councilmember Torres suggested implementing enforcement protocols for illegal fireworks this year.

Consensus was received.

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **Scarlet Peralta, Mayor**

1. Requesting Consensus for the City of Montebello to arrange a First Responders Appreciation Luncheon to recognize our Fire and Police personnel.
2. Earth Day Activities

1. Mayor Peralta requested consensus to arrange a First Responders Appreciation Luncheon. Consensus was received. Councilmember Jimenez stepped out at 11 p.m.
2. Mayor Peralta encouraged the community to participate in the Earth Day activities.

CLOSED SESSION - CONTINUE

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 24, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Nelly Ochoa, Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, April 7, 2024, no later than 6:00 p.m.**

Nelly Ochoa

Nelly Ochoa, Deputy City Clerk

Councilmember Torres motioned, seconded Mayor Peralta to adjourn the meeting at 11:12 p.m.

THE MINUTES OF APRIL 10, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF MAY 8, 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

LIAM HENDERSON



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Non Items - WCM

MEETING DATE: 4/10/24 **TIME RECEIVED:** 5:43pm

SPEAKER'S FULL NAME: Liam Henderson **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/10/24 **TIME RECEIVED:** 5:51 pm

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

John Berdugo

✓

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/10/24 **TIME RECEIVED:** 5:56 pm

SPEAKER'S FULL NAME: John D. Abrevanal Berdugo **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: 786 Israel Foundation

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/10/24 **TIME RECEIVED:** 6:12 pm

SPEAKER'S FULL NAME: Tila Gregoria **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** MCOC Community Expo 2024

MEETING DATE: 04/10/24 **TIME RECEIVED:** 6:00 pm

SPEAKER'S FULL NAME: Adriana Dugan **PHONE:** 323 721-1153
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Montebello Chamber of Commerce
(Optional)

NOTES: May 4th 12-2pm @ The Shops at Montebello (main)

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Huelgas **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: NATC H 90640
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 03-10-2024 **TIME RECEIVED:** 5:54pm

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** [REDACTED] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. 10

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

Economic Prosperity Action Plan

MEETING DATE:

04/10/24

TIME RECEIVED:

6:00pm

SPEAKER'S FULL NAME:

Adriana Dugan

PHONE:

(323) 721-1153

(Optional)

ADDRESS:

109 N. 19th Street Mtb. CA 90640

(Optional)

ORGANIZATION REPRESENTED:

Montebello Chamber of Commerce

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO.

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 4/30/24 TIME RECEIVED: 6:43pm

SPEAKER'S FULL NAME:

Andre Nubiles

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

MATCH (Optional)

9064

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

April 10, 2024

Good evening,

My name is Linda Nicklas Co-Founder of MATCH90640. In case you don't know MATCH stands for Montebello Activists To Clean House, our group did it once and we need to do it again with the corruption involving you three.

I am appalled with our Police Officers, not being recognized tonight for the great job they did keeping our community safe.

On Monday morning at 5:30 am they were called about 7 armed men going to a home with the purpose of robbing and since they were armed with guns, I believe at all costs planned to cause harm.

SEVEN men were seen on cameras putting on hoodies and getting their guns cocked and ready. Thank God the neighbors were out of town, or it could have resulted in someone being shot and losing their life.

Our wonderful Police Officers responded blocked off the street, causing robbers to flee down the hills running.

Our great PD caught fleeing criminals and within 3 hours' time they were behind bars and our community continued to be safe.

This is a real reason for Proclamations to be awarded, for acts of heroism. I would ask this Council to please present those Officers that put their lives in the line of danger to be awarded a proclamation.

Councilmember Jimenez I sincerely hope you have an attorney and sue for the wrongful way your rights were terminated and restricted. Also please tell your attorney Mr. Alvarez aka Alvarez Resendiz had 3 complaints by females while working in Sen. Rendon's office as his aide. Guess he has a problem with women.

So why did your name change after you left Lynwood Mr. Alvarez aka Alavarez Resendiz, are you trying to hide something?

Please include the City Attorney Glasman in the lawsuit, for not protecting the city he gets paid over a million with his contract. His actions publicly regarding Mr. Chee are also going to cost the city millions of dollars, despite you Councilwoman Jimenez begging Glasman to stop what they were doing because it was illegal. All Glasman did was look down, protecting his 3 votes. Well, listen very carefully, tonight the residents are disgusted and want you 4 out. The group formed before to make changes will succeed again, in November, that's only if you're not criminally indicted before.



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, APRIL 24, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BLVD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tam. Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Alvaro Alvarez-Glas, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa and Department Directors Cesar Roldan, Joseph Palombi, David Sosnowski, Michael Solorza, Fire Chief Fernando Pelaez, Police Chief Paul Espinosa were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Item.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Peralta recessed the meeting into Closed Session at 6:00 p.m. to consider the following Closed Session item:

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8

Property: Topgolf Site
 City's Negotiators: Raul Alvarez, City Manager
 Negotiating Party: Topgolf Montebello
 Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:00 p.m.

All five members were present to discuss all Closed Session items. City Attorney Raul Alvarez-Glasman provided the following report to City Council: Item No. 1, a presentation was provided to City Council, action was taken, direction was provided to the agency's negotiator, and nothing further to report.

INVOCATION

Led by Pastor Petz.

PLEDGE OF ALLEGIANCE

Led by City Clerk Jimenez.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced that staff was pulling item No. 5 from staff presentation.

CEREMONIAL ITEMS/PRESENTATIONS

2. CERTIFICATE OF RECOGNITION FOR ELIAS AGUIAR AND TYLER SANTOS

Presented by Mayor Peralta.

3. OATH OF OFFICE FOR COUNCIL MEMBERS PHOENIX PEREZ

The Oath of Office was administered by City Clerk Jimenez.

PUBLIC COMMENTS – ON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged five (5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS - NONECONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Item No. 5 was pulled by City Manager Alvarez for a staff presentation.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, that Item No's. 4 and 6-15, be approved; the motion passed unanimously.

4. **AUTHORIZE THE CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING NO. 24-03 WITH THE MONTEBELLO UNIFIED SCHOOL DISTRICT (MUSD) TO PARTNER WITH THE AIR ADULT TRANSITION PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Memorandum of Understanding (MOU) No. 24-03 with the Montebello Unified School District (MUSD) to partner with the Adult Transition Program; and
2. Take such additional, related action that may be desirable

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo to approve the item; the motion passed unanimously.

5. **APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS AND COMPANY FOR SURVEY OF THE FENCE ON BLUFF ROAD BETWEEN WASHINGTON BOULEVARD AND MINES AVENUE AND WASHINGTON BOULEVARD AND AT&SF RAILROAD RIGHT-OF-WAY**

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3999 between the City of Montebello and Mark Thomas and Company for survey on Bluff Road between Washington Boulevard and Mines Avenue and Washington Boulevard and AT&SF railroad right-of-way for a not-to-exceed amount of \$169,000 and
2. Amend the Fiscal Year 23-24 budget by increasing appropriations by \$169,000 in Account No. 200-0-310-6040.96 (Gas Tax, Public Works, Streets, Engineering Design Services); and
 Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
 Take such additional related action that may be desirable.

Director of Public Works Cesar Roldan presented the item. The presentation included the project's history, timeline, aerial view of the parcel, and next steps

Mayor Pro Tem Melendez asked about step 2, to request authorization to negotiate in good faith with property owners, avoid possible litigation, and if there were any alternatives. Director Roldan and City Manager Alvarez provided clarification that the area in question was on part of the actual road that the City has been maintaining and that once the survey is completed and ownership is established, the goal is to approach the property owner and negotiate in good faith to build the fence with the funding acquired.

Councilmember Jimenez echoed Mayor Pro Tem Melendez's concerns and thanked Director Roldan for his presentation.

Councilmember Tamayo inquired about the funding for the project and whether there would be enough funding to complete the project. Director Roldan explained that over the years there has been a rise in the cost of materials, and there might not be adequate funding to build the entire fence. However, in good faith, his department would try to find ways to build the fence within reason. He also clarified that gas tax funds would be used for the fence.

Councilmember Torres inquired about the current ownership of the fence and asked why the current fence could not just

be replaced with a new one. Director Roldan explained that in the past, other Directors had tried to replace the fence, but property owners were opposed as they felt the fence was on their private property and did not want the City trespassing. Director Roldan emphasized that it was in the City's best interest to figure out where the right-of-way lies as it will be reportable, recordable, and significant down the road.

Mayor Peralta commended Director Roldan and City Manager Alvarez.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

6. AUTHORIZE EXECUTION OF THE SLAUSON AVENUE COMPLETE STREETS STUDY IMPLEMENTATION AGREEMENT NO. 4197 BETWEEN THE CITY OF MONTEBELLO AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize execution of the Slauson Avenue Complete Streets Study Implementation Agreement between the City of Montebello and the Gateway Cities Council of Governments; and
2. Authorize payment of the City's contribution for the not-to exceed amount of \$1,211 payable from Account No. 220-30-330-6040.95 (Measure R, Public Works Engineering, Contract Service Other Professional Services); and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

7. ADOPT RESOLUTION NO. 24-25 GRANTING AN EASEMENT ON CITY-OWNED LAND, 1060 S. GREENWOOD AVE, TO SOUTHERN CALIFORNIA Edison COMPANY (SCE) FOR ELECTRICAL UTILITY PURPOSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-25 (attachment) granting an easement on City-owned land, 1060 S Greenwood Ave Southern California Edison Company (SCE) for electrical utility purposes; and,
2. Authorize the City Manager or his designee, sign the Grant of the easement to Southern California Edison (SCE) on behalf of the City; and
3. Take such additional related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

8. APPROVE MEMORANDUM OF UNDERSTANDING (MOU) NO. 24-04 BETWEEN THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AND THE CITY OF MONTEBELLO FOR SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE, AND FOR NOTIFICATION FROM THE CITY TO THE DISTRICT OF ANY FUTURE MODIFICATIONS TO THE EXISTING RECYCLED WATER SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Memorandum of Understanding (MOU) No. 24-04 between the Central Basin Municipal Water District and the City of Montebello for supplying recycled water to the Montebello Golf Course, and for notification from the City of Montebello to the District of any future modifications to the existing recycled water system; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

9. APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3860 WITH BEROKOFF ELECTRIC FOR A ONE YEAR EXTENSION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3860 between the City of Montebello and Berokoff Electric for a One (1) Year Extension and increase the annual not-to-exceed amount from \$45,000 to \$50,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

10. APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3861 WITH GRAPHIC ELECTRIC INC.

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3861 between the City of Montebello and Graphic Electric to increase the annual not-to-exceed amount from \$45,000 to \$50,000 and add "Section 2 Term" to the agreement indicating an initial expiration date of June 30, 2025; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

11. ADOPT ORDINANCE NO. 2474 APPROVING THE DOWNTOWN MONTEBELLO SPECIFIC PLAN AND ZONE CHANGE

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2474 approving the Downtown Montebello Specific Plan, related Zone Change, and an amendment to the Zoning Map; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

12. AWARD PROFESSIONAL SERVICE AGREEMENT NO. 4196 FOR SUMMER FOOD SERVICE PROGRAM PROVIDER (RFQ 24-1)

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4196 to School Nutrition Plus in an amount not-to-exceed one Hundred Thousand Dollars (\$100,000) annually for Summer Food Service Program Provider; and
2. Authorize the City Manager to execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

13. APPROVE ACQUISITION OF TWO FIRE PUMPER ENGINES AND RELATED RESCUE EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the purchase of two (2) Fire Pumper Engines using the pre-bid Sourcwell contract based off Request for Proposal #113021; and,
2. Authorize the City Manager to execute an agreement with Kovatch Mobile Equipment Corporation (KME Fire Apparatus), in a not-to-exceed amount of \$2,387,573 for the purchase and equipping/outfitting of two (2) KME Severe Service Pumpers (Fire Engines); and
3. Find that the use of the pre-bid Sourcwell contract #113021 conforms with Montebello Municipal Code Chapter 3.20.050 (F), Cooperative Purchase; and
4. Approve the surplus of unneeded fire engines and any associated equipment currently used as reserve apparatus; and

5. Take such additional, related actions necessary to effectively and efficiently procure the two (2) Severe Service pumpers (Fire Engines) and required Rescue Equipment from KME Fire Apparatus

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

14. APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- LOCAL SOLICITATION FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation, in the amount of \$16,491; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by \$16,491, in (Expenditure) Account No. 240-8055-800-5010.10, \$6,000, -6010.10, \$5,000, 6000.20 \$5, (JAG, JAG Program Funds, Overtime, Equipment, Supplies), and \$16,491 in (Revenue) Account 24 9-4198 (JAG, JAG Program Funds, Miscellaneous Grants); and,
3. Take such additional, related action that may be desirable

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

15. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-27 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 24, 2024

RECOMMENDATION: It is recommended that the City Council

1. Adopt Resolution No. 24-27 approving the Warrant Register dated April 24, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

Councilmember Tamayo attended the League of California Cities Conference. He stated that one of the actions the City Council put forward last year put the City on the leading edge of AI technology in government alongside Boston and San Francisco. He further mentioned he saw informative presentations and had a good experience.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Salvador Melendez, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Georgina Tamayo, Councilmember**

- David N. Torres, Councilmember

- Scarlet Peralta, Mayor

1. Mayor Scarlet Peralta and The Montebello Mom Walk Collective Present: Mother's Day Brunch and Mariachi Serenata May 11th starting at 11 AM - RSVP at scarletmtb.com/mom
2. Code for Official Tree Species List designating specific native trees which may be planted within the city.

1. Mayor Peralta invited the community to the Mother's Day Brunch.

2. Mayor Peralta wanted to request an official tree species list for the safety and use of infrastructure of the community. City Manager Alvarez clarified that an urban forestry grant application was approved with TreePeople and one of the components was to develop the list Mayor Peralta was requesting, which will return to City Council at a future date.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 22, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocity.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, April 21, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned with respect to Armenian Genocide Remembrance Day and requested a moment of silence.

Mayor Pro Tem Mercedes Mendez, seconded by Mayor Peralta, to adjourn the meeting at 8:00 p.m.

THE MINUTES OF APRIL 24, 2024 ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF MAY 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- CITY OF MONTEBELLO FORECASTED AGENDA

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. B1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 04-20-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 04-24-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nickles **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

April24, 2024

Good evening,

Linda Nicklas Co-Founder of MKATCH90640, I would like to address the abuse of Taxpayer's monies by elected councilmembers this evening.

Scarlet, I see on your orals that you're having a Mother's Day brunch with Mariachis. Is this event open for all mothers in Montebello? Because if it's not you'd better ask the City Attorney if that's legal.

The prior events that you've hosted using city funds were illegal. Such as check number 602717 on 2/29/2024 for \$13,588.97 billed to the city by Quiet Canon Inc. for the private party held in the bar the night you became Mayor.

That is an abuse and illegal use of taxpayer money.

Also, both you and Torres copied the Mayor's Corner from former Mayor Cobos Cawthorne who started the Mayor's Corner. If you both are going, to be copycats then pay what the former mayor paid an average of \$400.00 per month. Copy her integrity stop being mooches. Which has not been reported on your 700s either again FPPC laws are broken, and fines will be coming.

During your orals let us know, ok?

You both showed so much support for Palestine, what happened to tonight's recognition of the Armenian Day of Remembrance? Our city has a huge Armenian community that would appreciate your support, they live here.

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 04-24-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorion **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** City Support

MEETING DATE: 4/24/24 **TIME RECEIVED:** 6:00pm

SPEAKER'S FULL NAME: Jonathan Cretko **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

[BusinessPrivate](#)

Cannabis businesses owe California \$732 million in taxes



[Debra Borchardt](#) April 23, 2024 4min0

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[Software crash hit Michigan marijuana dispensaries on 4/20](#)

72% of those overdue taxes come from companies that are already out of business.

California's cannabis is deep in the red, but unfortunately for the state, most of those debtors are already out of business.

That's according to a new report from [Greenwave Advisors](#) that determined that the state of [California](#) is owed approximately \$732 million in cannabis sales & use, excise, and cultivation taxes, but about 72% of the companies that owe simply don't exist anymore.

Greenwave said it reached that conclusion by analyzing data on delinquent taxes provided by the [California Department of Tax and Fee Administration](#). In addition to the uncollected taxes, the CDTFA said it also assessed \$173 million in taxes on unlicensed sales, which Greenwave says translates to \$1.2 billion in sales through unlicensed channels, or a quarter of the total market.

California reported \$4.4 billion in sales in 2023, a 16% increase over 2022's \$3.8 billion.

Distributors also likely owe the state \$1.2 billion in taxes, up from \$1 billion which represents amounts owed for both taxes (to the state) and to the brands.

In September, one of California's largest distributors [Herbl went out of business](#). At the time *Green Market Report* wrote that vendors complained about not getting paid by the distributor, which in turn was allegedly being stiffed by strapped dispensaries after taking inventory. Herbl filed several collections claims in the Los Angeles County Superior Court against operators.

Greenwave surmises that if taxes aren't getting paid, then the brands likely aren't getting paid either.

High and higher taxes

According to [Cova Software](#), "Between California's excise tax, regular sales tax, and local business tax, adult-use customers are paying anywhere between 28% and 40% cannabis retail taxes on every purchase."

The main excise tax of 15% is set to increase to 19% in 2025. It isn't hard to imagine that if companies can't pay the taxes they have now, increasing them will only amplify the problem.

Tax man cometh

If companies don't pay the tax bill and the accompanying 50% penalty for late or missed payments, their properties can be seized. But the results of those actions often fall far short of the actual debt.

For example, the CDTFA held an auction in February to sell property seized from 10 cannabis businesses in Los Angeles. The department noted on its website that the items were seized as a result of search warrants served to collect taxes owed by 10 cannabis businesses. Nine were illegal businesses, and one was a legal dispensary with unpaid taxes.

That auction generated only \$2,075 against the unpaid \$14.4 million in taxes.

In April, the state announced it had also seized products from the Kush Spot and Verlton Glaspie, which does business as Whittiers Cure Cannabis Dispensary, for unpaid taxes.

"Seizing and auctioning property from cannabis businesses that evade the law is a tool to recover the taxes owed to the state," said CDTFA Director Nick Maduros.



[Debra Borchardt](#)

Debra Borchardt is the Co-Founder, and Executive Editor of GMR. She has covered the cannabis industry for several years at Forbes, Seeking Alpha and TheStreet. Prior to becoming a financial journalist, Debra was a Vice President at Bear Stearns where she held a Series 7 and Registered Investment Advisor license. Debra has a Master's degree in Business Journalism from New York University.

[previous](#)[Number of the Week: \\$28.5 million](#)

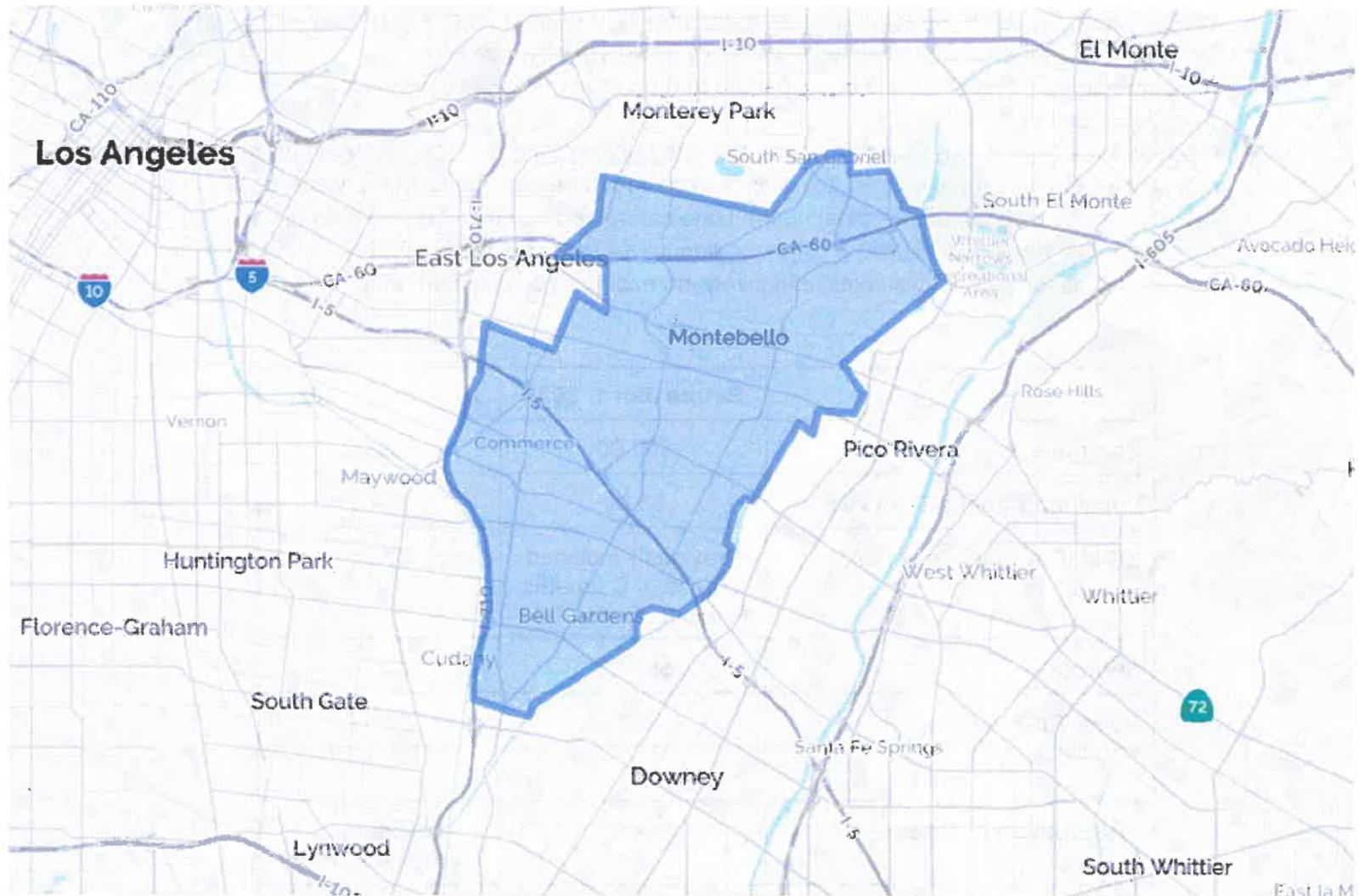
[next](#)['Don't flood the market:' Fault lines emerge among New York cannabis stakeholders over licensing](#)

Leave a Reply

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Comment *

Modernization of Montebello's Commercial Cannabis Program



Mar 6, 2023

Reasons for Modernization

California's Legal Cannabis Industry is failing, due to over taxation.

- CA Cannabis Tax revenues have decreased quarter after quarter for the past two years.
- Q3 2022 CA Cannabis Tax revenues were down \$98M year over year.
- CA Cannabis Tax collection rate are expected to drop from the 99% collection rate in 2018 to the 70 percentile rate in Q1 2023
- Operators are [leaving the California](#) market. [A Large celebrity brand has shuttered](#) as well as what was one of the [biggest cultivators in state](#). This is expected to be only the tip of the iceberg.
- AB 195 was passed in 2022 eliminating the state cannabis cultivation tax, but the unintended consequences have now caused [a compounding tax](#) which taxes the product at the full retail markup rate as well as local cannabis taxes, effectively increasing end consumer price.

	Before Jan 1, 2023	After Jan 1, 2023
Cannabis Product	\$50.00	\$50.00
Local Montebello Tax (2%)	\$1.00	\$1.00
State Cannabis Tax (15%)	Previously included in price of Cannabis Product (Excise Tax)	\$7.65
Subtotal	\$51.00	\$58.65
Sales Tax (10.25%)	\$5.23	\$6.01
End Consumer Price	\$56.23	\$64.66 (14% increase)

Additional challenges to Montebello Operators

- Unclear Gross Receipts definition which causes a compounding and reciprocal tax.
- In addition to the Tax we have a Community Benefit Fee of \$50,000/year
- As well as a yearly license renewal fee based on our revenues
- Montebello has the maximum amount allowed for Sale Tax at 10.25%
- We are no longer competitive with our non-retail tax which is double the amount of Long Beach and Santa Ana
- Local jurisdictions are banning outside delivery or charging additional local taxes.
- Montebello does not enforce against outside delivery which promotes unfair competition.

Proposed Modernizations to Montebello Cannabis Program

Modernizations	Additional Revenue Streams
1) Discontinue the Community Benefit Fee	1) Expand Manufacturing Activities to allow for : a) Allow for P-Type license. i) Type P manufacturers can only package and label cannabis products. ii) Allow for Type: N licenses Type N manufacturers can: - Make cannabis products through infusion - Package and label cannabis
2) Reduce All Non-Retail Cannabis Activities to 1%. 3) Change Cultivation Tax from \$10/sqft to 1% - Matching Santa Ana - Matching Long Beach - Desert Hot Springs	2) Expand Cultivation Activities to allow for: a) Allow for Processor License Type i) for cultivators that only trim, sift, cure, dry, grade, package or label cannabis ii) Allow for Nursery For cultivators that only grow clones, immature plants, seeds or other types of cannabis used for propagation
4) All cultivated, or manufactured cannabis and cannabis products that are self-distributed and shall not be subject to the distribution tax. a) Currently only manufactured products that are self-distributed are exempt from the distribution tax. b) Unclear how products manufactured under the distribution license are treated. Taxed at 2% or 2.5%, or not at all? 5) Products that are sold by the licensee that have been distributed, and/or manufactured, and/or cultivated by the same licensee are exempt from their corresponding distribution, manufacturing, and cultivation tax.	3) Allow licensees to expand their businesses with non-contiguous parcels, one per cannabis activity. a) For example: i) Parcel A: Delivery ii) Parcel B: Distribution iii) Parcel C: Cultivation
6) Clarify Gross Receipts a) Specify it taxes cannabis and cannabis products b) Exempts state taxes	4) Allow for Temporary Event Licenses a) Limited only to the city's licensee's
7) Cannabis businesses should be subject to the same fire safety requirements as non-cannabis businesses. a) Fire Engineering and Review	

Modernized Gross Receipts Definition

As used herein, "Gross receipts" shall mean the total amount of receipts of "cannabis", as defined by CA Health & Safety Code § 11018 (2021) and "cannabis products" as defined by CA Health & Safety Code § 11018.1 (2021) actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales and performance of acts or services for which charge is made of credit allowed. "Gross receipts" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for cannabis and cannabis products. ~~goods, services or other valuable consideration.~~ However, the following shall be excluded from Gross Receipts:

1. Cash discounts where allowed and taken on sales;
2. Any tax required by law to be included in or added to the purchased price and collected from the consumer or purchaser;
3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts
4. Any additional exemptions as determined by and at the sole discretion of the City Manager.

As used herein, "Production Space" means the area on or within the Premises intended for commercial cannabis activities excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the Production Space shall be determined by the City Manager in his sole and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owner agrees to pay the City ninety (90) days after a Certificate of Occupancy is granted, in order to enable the City to promote, protect, and enhance the health, safety, and welfare of the community, its residents and its quality of life. Owner agrees to pay the following percentage of gross receipts and the following square footage for cannabis operations, as follows, paid on a quarterly basis to the City ("Cannabis Operation Fee"):

- 1) Manufacturing (Type 6, Type 7, Type N, and Type P): ~~2%~~ 1% of gross receipts, excluding manufactured products sold at retail by the licensee under common ownership.
- 2) Distribution: ~~2.5%~~ 1% of gross receipts, excluding distribution of products manufactured, cultivated, at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner. ~~so long as distribution is not the only commercial cannabis activity conducted at the Site.~~
- 3) Delivery-Only Retail and Temporary Events: 2% of gross receipts
- 4) Cultivation: ~~\$10.00 per square foot or canopy space~~ 1%, as may be amended from time to time pursuant to the CUP and/or this Agreement. Excluding cultivated products sold at retail by the licensee under common ownership.

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Charity Dinner

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Darlene Ferro **PHONE:** [REDACTED] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, MAY 1, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tamayo.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, and Public Works Director Cesar Roldan were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Peralta recessed the meeting into Closed Session at 6:00 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: Topgolf Site

City's Negotiators: Raul Alvarez, City Manager
Negotiating Party: Topgolf Montebello
Under negotiation: Terms of Lease

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2) subject to (e)(1)
One matter

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:41 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1 was not discussed as there was no update; Item No. 2, a presentation was provided to City Council, no action was taken, and nothing further to report.

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

REGULAR BUSINESS - NONE

CONSENT CALENDAR - NONE

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 8, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

Date and Posted: April 29, 2024, at 6:00 p.m.

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Melendez motioned, seconded by Mayor Peralta, to adjourn the meeting at 7:42 p.m.

THE MINUTES OF MAY 1, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF MAY 8, 2024.

DRAFT



ITEM # 30

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-31 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MAY 8, 2024**

RESOLUTION NO. 24-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1572, consisting of 8 pages, and including:

Warrant No.

General: Check No. 603152 through 603319
ACH No. 6136 through 6245

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 08th DAY OF MAY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-31

Page 2 of 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-31 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 08th day of May 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1572
From Payment Date 04/12/24 - To Payment Date 04/25/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6136	04/18/2024	\$500.00	TRAINING	3163	BANK OF AMERICA
6137	04/18/2024	\$11,529.83	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6138	04/18/2024	\$364.61	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
6139	04/18/2024	\$14.27	PERMITS AND FEES	3163	BANK OF AMERICA
6140	04/18/2024	\$441.97	TRAINING	3163	BANK OF AMERICA
6141	04/18/2024	\$479.16	SUPPLIES	3163	BANK OF AMERICA
6142	04/18/2024	\$125.32	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6143	04/18/2024	\$2,584.54	SUPPLIES	3163	BANK OF AMERICA
6144	04/18/2024	\$212.98	SUPPLIES	3163	BANK OF AMERICA
6145	04/18/2024	\$2,304.00	SUPPLIES	3163	BANK OF AMERICA
6146	04/18/2024	\$468.75	SUPPLIES	3163	BANK OF AMERICA
6147	04/18/2024	\$774.93	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6148	04/18/2024	\$226.57	SUPPLIES	3163	BANK OF AMERICA
6149	04/18/2024	\$59.00	TRAINING	3163	BANK OF AMERICA
6150	04/18/2024	\$250.46	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6151	04/18/2024	\$59.85	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
6152	04/18/2024	\$92.74	SUPPLIES	3163	BANK OF AMERICA
6153	04/18/2024	\$81.43	SUPPLIES	3163	BANK OF AMERICA
6154	04/18/2024	\$449.78	SUPPLIES	3163	BANK OF AMERICA
6155	04/18/2024	\$1,187.08	SUPPLIES	3163	BANK OF AMERICA
6156	04/18/2024	\$1,797.67	SUPPLIES	3163	BANK OF AMERICA
6157	04/18/2024	\$2,164.09	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6158	04/18/2024	\$5,285.60	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6159	04/18/2024	\$7,309.70	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6160	04/18/2024	\$1,400.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6161	04/18/2024	\$1,383.58	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6162	04/18/2024	\$70.52	SUPPLIES	3163	BANK OF AMERICA
6163	04/18/2024	\$369,994.92	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6164	04/18/2024	\$2,250.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6165	04/18/2024	\$2,250.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6166	04/18/2024	\$384,037.60	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6167	04/18/2024	\$350.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
6168	04/18/2024	\$1,409.82	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
6169	04/18/2024	\$396.90	SUPPLIES	62880	AMERICAN MARKER



City of Montebello
Register of Demands No. 1572
From Payment Date 04/12/24 - To Payment Date 04/25/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
6170	04/18/2024	\$123.70	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
6171	04/18/2024	\$4,315.75	SUPPLIES	70920	DECALS BY DESIGN INC
6172	04/18/2024	\$12,804.91	FUEL INVENTORY	962	MO DION & SONS INC
6173	04/18/2024	\$29,394.72	TRANSIT CHARGES FOR SERVICES	75950	FIESTA TAXI COOPERATIVE INC
6174	04/18/2024	\$4,925.00	ADVERTISING/PRINTING SERVICES	4399	IN FIXE EST LLC
6175	04/18/2024	\$4,243.60	CONTRACT SERVICES	3169	FOOTHOLD TECHNOLOGY INC
6176	04/18/2024	\$1,703.77	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6177	04/18/2024	\$8,057.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
6178	04/18/2024	\$28,425.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6179	04/18/2024	\$1,280.00	CONTRACT SERVICES	19250	N/S CORPORATION
6180	04/18/2024	\$231.00	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
6181	04/18/2024	\$90,611.80	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6182	04/18/2024	\$42,865.20	CONTRACT SERVICES	42180	PCAM LLC
6183	04/18/2024	\$1,125.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
6184	04/18/2024	\$513.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6185	04/18/2024	\$102.89	SUPPLIES	1120	BLUETRITON BRANDS INC
6186	04/18/2024	\$235.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
6187	04/18/2024	\$189.38	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6188	04/18/2024	\$8,526.38	CONTRACT SERVICES	3176	PHILLIP SISNEROS
6189	04/18/2024	\$1,923.49	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
6190	04/18/2024	\$427.88	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6191	04/18/2024	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
6192	04/25/2024	\$1,127.01	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
6193	04/25/2024	\$595.00	TRAINING	3163	BANK OF AMERICA
6194	04/25/2024	\$845.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6195	04/25/2024	\$4,856.28	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6196	04/25/2024	\$922.85	SUPPLIES	3163	BANK OF AMERICA
6197	04/25/2024	\$16.53	SUPPLIES	3163	BANK OF AMERICA
6198	04/25/2024	\$1,193.28	SUPPLIES	3163	BANK OF AMERICA
6199	04/25/2024	\$1,042.20	SUPPLIES	3163	BANK OF AMERICA
6200	04/25/2024	\$16.53	SUPPLIES	3163	BANK OF AMERICA
6201	04/25/2024	\$58.00	SUPPLIES	3163	BANK OF AMERICA
6202	04/25/2024	\$1,569.78	SUPPLIES	3163	BANK OF AMERICA
6203	04/25/2024	\$882.02	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
6204	04/25/2024	\$3,366.80	SUPPLIES	3163	BANK OF AMERICA
6205	04/25/2024	\$328.32	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1572
From Payment Date 04/12/24 - To Payment Date 04/25/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
6206	04/25/2024	\$2.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6207	04/25/2024	\$2.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6208	04/25/2024	\$2.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6209	04/25/2024	\$2.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6210	04/25/2024	\$2.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6211	04/25/2024	\$125.40	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6212	04/25/2024	\$4,715.26	CONTRACT SERVICES	3163	BANK OF AMERICA
6213	04/25/2024	\$7,492.45	SUPPLIES	3163	BANK OF AMERICA
6214	04/25/2024	\$4,594.72	SUPPLIES	3163	BANK OF AMERICA
6215	04/25/2024	\$2,875.69	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
6216	04/25/2024	\$3,230.40	TRAINING	3163	BANK OF AMERICA
6217	04/25/2024	\$1,727.37	SUPPLIES	3163	BANK OF AMERICA
6218	04/25/2024	\$5,685.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
6219	04/25/2024	\$754,377.59	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
6220	04/25/2024	\$2,099.78	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
6221	04/25/2024	\$15,847.56	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6222	04/25/2024	\$217.79	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6223	04/25/2024	\$18,354.17	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6224	04/25/2024	\$4,521.97	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6225	04/25/2024	\$2,468.65	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
6226	04/25/2024	\$8,741.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
6227	04/25/2024	\$3,375.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
6228	04/25/2024	\$6,343.05	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
6229	04/25/2024	\$15,769.52	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6230	04/25/2024	\$2,211.31	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
6231	04/25/2024	\$8,910.12	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
6232	04/25/2024	\$5,561.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6233	04/25/2024	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
6234	04/25/2024	\$2,011.40	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
6235	04/25/2024	\$2,220.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6236	04/25/2024	\$10,073.68	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
6237	04/25/2024	\$348.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6238	04/25/2024	\$776.01	SUPPLIES	1120	BLUETRITON BRANDS INC
6239	04/25/2024	\$55.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
6240	04/25/2024	\$54.86	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6241	04/25/2024	\$552.82	SUPPLIES	31270	STARBOARD TACK SUPPLY INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
6242	04/25/2024	\$18,840.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
6243	04/25/2024	\$10,520.90	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6244	04/25/2024	\$1,183.57	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6245	04/25/2024	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
	ACH TOTAL	\$1,990,417.73			
603152	04/16/2024	\$13,482.21	TRAVEL & MEETINGS	4499	TOP GOLF USA INC
603153	04/18/2024	\$16,340.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
603154	04/18/2024	\$37,523.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
603155	04/18/2024	\$4,785.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603156	04/18/2024	\$1,950.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603157	04/18/2024	\$3,190.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603158	04/18/2024	\$3,190.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603159	04/18/2024	\$1,089.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
603160	04/18/2024	\$450.00	CONTRACT SERVICES	2853	ALTERNATIVE FUEL SOLUTIONS
603161	04/18/2024	\$6,392.00	DUES & SUBSCRIPTIONS	48790	AREA E CIVIL DEFENSE & DISASTER BOARD
603162	04/18/2024	\$2,118.27	UTILITY SERVICES	39550	AT&T
603163	04/18/2024	\$6,301.44	UTILITY SERVICES	39550	AT&T
603164	04/18/2024	\$38.91	UTILITY SERVICES	39550	AT&T
603165	04/18/2024	\$100.00	MISCELLANEOUS EXPENSE	3289	MICHAEL CALIENDO
603166	04/18/2024	\$842.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
603167	04/18/2024	\$80.00	GENERAL GOVERNMENT	4502	LETICIA CARO
603168	04/18/2024	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
603169	04/18/2024	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
603170	04/18/2024	\$950.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
603171	04/18/2024	\$3,700.00	CONTRACT SERVICES	3644	GRACE CHANG
603172	04/18/2024	\$1,850.00	CONTRACT SERVICES	3644	GRACE CHANG
603173	04/18/2024	\$3,700.00	CONTRACT SERVICES	3644	GRACE CHANG
603174	04/18/2024	\$1,850.00	CONTRACT SERVICES	3644	GRACE CHANG
603175	04/18/2024	\$1,850.00	CONTRACT SERVICES	3644	GRACE CHANG
603176	04/18/2024	\$244.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603177	04/18/2024	\$180.00	PARKS AND RECREATION	4505	VIRGINIA DAVIS-REAM
603178	04/18/2024	\$3,980.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
603179	04/18/2024	\$9,500.00	CONTRACT SERVICES	1168	EVERBRIDGE INC
603180	04/18/2024	\$737.83	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603181	04/18/2024	\$453.00	TRAVEL & MEETINGS	4447	YVETTE FERNANDEZ



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603182	04/18/2024	\$1,800.00	CONTRACT SERVICES	3043	FOCUS ENVIRONMENTAL CONSULTING
603183	04/18/2024	\$275.00	TRAINING	4507	GAP SCIENCE LLC
603184	04/18/2024	\$850.02	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
603185	04/18/2024	\$2,210.00	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
603186	04/18/2024	\$1,703.78	CONTRACT SERVICES	2012	ICE MACHINE SALES & SERVICE CO
603187	04/18/2024	\$10,188.03	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR INC
603188	04/18/2024	\$3,488.24	CONTRACT SERVICES	993	IVA SOLUTIONS INC
603189	04/18/2024	\$2,157.47	LEASE PAYMENT	2405	JCB FINANCE
603190	04/18/2024	\$6,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
603191	04/18/2024	\$1,973.00	CONTRACT SERVICES	4198	KIDS ENJOY EXERCISE NOW KEEN LOS ANGELES LCC
603192	04/18/2024	\$1,646.10	MACHINERY & EQUIPMENTS	4422	KNIGHT TECHNOLOGY GROUP
603193	04/18/2024	\$1,125.00	EDUCATION REIMBURSEMENT	4477	TROY LE
603194	04/18/2024	\$3,224.76	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
603195	04/18/2024	\$1,311,400.00	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
603196	04/18/2024	\$225.02	TRAVEL & MEETINGS	4394	DAVID MEDINA
603197	04/18/2024	\$3,029.01	SUPPLIES	43370	MIRACLE PLAYGROUND SALES
603198	04/18/2024	\$1,100.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
603199	04/18/2024	\$6,743.30	CDBG - YMCA	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
603200	04/18/2024	\$80.00	GENERAL GOVERNMENT	4506	JOSE LUIS MORA
603201	04/18/2024	\$2,634.75	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
603202	04/18/2024	\$80.92	SUPPLIES	15620	OFFICE DEPOT INC
603203	04/18/2024	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
603204	04/18/2024	\$450.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
603205	04/18/2024	\$331.69	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
603206	04/18/2024	\$211.77	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603207	04/18/2024	\$175.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
603208	04/18/2024	\$1,434.80	CONTRACT SERVICES	2874	RPW SERVICE, INC
603209	04/18/2024	\$2,694.79	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603210	04/18/2024	\$0.00	VOID	3576	GINA SKIBAR
603211	04/18/2024	\$162,356.78	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603212	04/18/2024	\$1,011.21	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
603213	04/18/2024	\$994.48	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
603214	04/18/2024	\$2,050.02	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603215	04/18/2024	\$2,099.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603216	04/18/2024	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
603217	04/18/2024	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
603218	04/18/2024	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
603219	04/18/2024	\$2,223.96	UTILITY SERVICES	72570	US TELEPACIFIC CORP
603220	04/18/2024	\$78,099.61	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
603221	04/18/2024	\$7,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
603222	04/18/2024	\$302.50	VEHICLE MAINTENANCE/EXPENSES	4129	UNITED TRANSMISSION EXCHANGE
603223	04/18/2024	\$28,628.61	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603224	04/18/2024	\$250.00	GENERAL GOVERNMENT	4504	JAYLENNE VALLEJO
603225	04/18/2024	\$337.01	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
603226	04/18/2024	\$250.00	GENERAL GOVERNMENT	4503	CARINA VAZQUEZ
603227	04/18/2024	\$350.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
603228	04/18/2024	\$1,040.91	SUPPLIES	9470	W W GRAINGER INC
603229	04/18/2024	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
603230	04/18/2024	\$3,648.75	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
603231	04/18/2024	\$262.39	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
603232	04/18/2024	\$7,815.50	CONTRACT SERVICES	3731	YUNEX LLC
603233	04/18/2024	\$28,556.83	CONTRACT SERVICES	6390	ZOLL MEDICAL CORPORATION GPO
603234	04/18/2024	\$2,355.58	CONTRACT SERVICES	2905	ZUTRA WATER
603235	04/22/2024	\$13,482.20	TRAVEL & MEETINGS	4499	TOP GOLF USA INC
603236	04/25/2024	\$12,800.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
603237	04/25/2024	\$7,440.00	ADVERTISING/PRINTING SERVICES	3107	ADS ON THE MOVE LLC
603238	04/25/2024	\$2,250.79	UTILITY SERVICES	38380	AT&T
603239	04/25/2024	\$7,334.01	UTILITY SERVICES	39550	AT&T
603240	04/25/2024	\$58.51	UTILITY SERVICES	39550	AT&T
603241	04/25/2024	\$267.97	CONTRACT SERVICES	4346	BIOCONNECT US INC
603242	04/25/2024	\$5,168.08	FURNITURE & FIXTURES PURCHASES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
603243	04/25/2024	\$350.00	TRAVEL & MEETINGS	4360	ALFREDO CACERES
603244	04/25/2024	\$100.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
603245	04/25/2024	\$339.30	PERMITS AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
603246	04/25/2024	\$400.40	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603247	04/25/2024	\$119.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603248	04/25/2024	\$380.98	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
603249	04/25/2024	\$12,723.92	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
603250	04/25/2024	\$40,675.00	CONTRACT SERVICES	69970	COMMLINE INC
603251	04/25/2024	\$4,500.00	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
603252	04/25/2024	\$60.00	PARKS AND RECREATION	4513	ALISSA ALANIZ CORTEZ
603253	04/25/2024	\$2,076.14	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC



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603254	04/25/2024	\$165,338.35	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
603255	04/25/2024	\$1,107.92	SUPPLIES	4307	DELUXE SMALL BUSINESS SALES INC
603256	04/25/2024	\$1,146.08	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
603257	04/25/2024	\$1,121.05	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
603258	04/25/2024	\$5,661.36	ACCOUNTS RECEIVABLE	69390	ANDREW M FIVECOAT
603259	04/25/2024	\$36.54	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603260	04/25/2024	\$180.33	UNIFORM EXPENSE	55650	GALLS LLC
603261	04/25/2024	\$428.57	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
603262	04/25/2024	\$227.57	MAIL/ POSTAL EXPENSE	3167	GLS US
603263	04/25/2024	\$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
603264	04/25/2024	\$6,213.88	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
603265	04/25/2024	\$1,847.48	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
603266	04/25/2024	\$1,811.09	SALES TAX LIABILITY	2059	HASA INC
603267	04/25/2024	\$5,397.56	ADVERTISING/PRINTING SERVICES	3307	HASHTAG PROMOTIONS LLC
603268	04/25/2024	\$555.64	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR INC
603269	04/25/2024	\$100.00	TRAINING	56430	CITY OF IRVINE
603270	04/25/2024	\$6.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
603271	04/25/2024	\$379.75	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
603272	04/25/2024	\$13,875.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
603273	04/25/2024	\$96,239.28	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
603274	04/25/2024	\$4,319.09	ACCOUNTS RECEIVABLE	8720	SCOTT MORTON
603275	04/25/2024	\$82.69	TRAVEL & MEETINGS	12180	MS FLOWERS
603276	04/25/2024	\$4,542.77	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.
603277	04/25/2024	\$80.00	GENERAL GOVERNMENT	4512	LISA MUNOZ
603278	04/25/2024	\$1,300.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
603279	04/25/2024	\$23,740.04	IMPROVEMENTS OTHER THAN BUILDING	3399	NCM ENGINEERING CORP
603280	04/25/2024	\$1,279.37	SUPPLIES	15620	OFFICE DEPOT INC
603281	04/25/2024	\$2,130.61	SUPPLIES	4083	ORIGINAL WATERMEN, INC
603282	04/25/2024	\$95.00	GENERAL GOVERNMENT	4514	VILMA OSORIO
603283	04/25/2024	\$44,621.34	VEHICLE PURCHASES	4487	PENSKE MOTOR GROUP
603284	04/25/2024	\$60.00	PARKS AND RECREATION	4515	MARIA PEREZ
603285	04/25/2024	\$350.00	TRAVEL & MEETINGS	4508	MARCO TULIO PINHEIRO
603286	04/25/2024	\$18,000.00	BUILDING IMPROVEMENTS	4402	PREMIER WALL SYSTEMS INC
603287	04/25/2024	\$2,872.16	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
603288	04/25/2024	\$798.51	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603289	04/25/2024	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC



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603290	04/25/2024	\$9,685.91	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
603291	04/25/2024	\$30,706.50	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
603292	04/25/2024	\$695.00	MACHINERY & EQUIPMENTS	4516	RIDGE ENGINEERING INC
603293	04/25/2024	\$456.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
603294	04/25/2024	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
603295	04/25/2024	\$770.59	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
603296	04/25/2024	\$999.29	VEHICLE MAINTENANCE/EXPENSES	4024	SEFAC USA, INC.
603297	04/25/2024	\$1,214.40	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
603298	04/25/2024	\$221.64	TRAVEL & MEETINGS	3576	GINA SKIBAR
603299	04/25/2024	\$9,453.42	CONTRACT SERVICES	2976	JEREMY P SOMMERS
603300	04/25/2024	\$11,096.25	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603301	04/25/2024	\$4,655.80	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
603302	04/25/2024	\$468.12	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
603303	04/25/2024	\$6,372.92	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603304	04/25/2024	\$2,721.67	UTILITY SERVICES	72570	US TELEPACIFIC CORP
603305	04/25/2024	\$3,626.93	CONTRACT SERVICES	20070	UC REGENTS
603306	04/25/2024	\$10,730.98	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603307	04/25/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
603308	04/25/2024	\$631.22	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
603309	04/25/2024	\$1,949.37	SUPPLIES	9470	W W GRAINGER INC
603310	04/25/2024	\$637.25	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
603311	04/25/2024	\$2,208.77	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
603312	04/25/2024	\$9,275.69	CONTRACT SERVICES	3731	YUNEX LLC
603313	04/25/2024	\$750.00	EDUCATION REIMBURSEMENT	3620	DANIEL ZANOLINI
603314	04/25/2024	\$1,776.13	CONTRACT SERVICES	6390	ZOLL MEDICAL CORPORATION GPO
603315	04/25/2024	\$300.00	CONTRACT SERVICES	4183	CHRISTOPHER NEIL DIAZ-INFANTE
603316	04/25/2024	\$2,500.00	TRAVEL & MEETINGS	3444	BRYAN M RAMIREZ
603317	04/25/2024	\$1,246.20	UNIFORM EXPENSE	4522	RYAN CASTRO
603318	04/25/2024	\$1,305.45	UNIFORM EXPENSE	4523	JOSE GUERRERO
603319	04/25/2024	\$1,134.94	UNIFORM EXPENSE	4521	GIANCARLO OROZCO
CHECK TOTAL		\$2,484,548.55			
GRAND TOTAL		\$4,474,966.28			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - May

May 22nd - City Council Meeting

Item #	Description	Session	Department	Presenter
		Regular Business		
		Regular Business		
		Consent	Admin	CM Alvarez
		Consent	HR	Roman F.
	<i>Description Pending</i>	Consent	Public Works	Cesar R.
	<i>Description Pending</i>	Consent	Public Works	Cesar R.
	<i>Description Pending</i>	Consent	Public Works	Cesar R.
		Consent	Planning	Joe P.
	Award Agreement No. XXXX for Master Plan and Design of Park at the Montebello Municipal Golf Course	Consent	Parks & Rec	David S.
		Consent	Police	Chief Espinoza
		Consent	Fire	Chief Pelaez/Angelica
		Consent	Fire	Chief Pelaez/Angelica
		Consent	Transit	John S.
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.